

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gazillion, Inc.		06/28/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
Internal Address:	National Documentation Services, MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85178424	SECRET IDENTITY	
Serial Number:	77614089	GAZILLION	
Serial Number:	77614077	GAZILLION	
Serial Number:	77614047	GAZILLION	
Serial Number:	77614066	GAZILLION	
Registration Number:	3758704	THE AMAZING SOCIETY	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	734-761-3780		
Email:	asujek@bodmanlaw.com		
Correspondent Name:	Angela Alvarez Sujek - Bodman PLC		
Address Line 1:	201 South Division, Ste. 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		

OP \$165.00 85178424

TRADEMARK

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	06/28/2012
Total Attachments: 5 source=Gazillion IPSA#page1.tif source=Gazillion IPSA#page2.tif source=Gazillion IPSA#page3.tif source=Gazillion IPSA#page4.tif source=Gazillion IPSA#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 28, 2012, between COMERICA BANK ("Bank") and GAZILLION, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Intellectual Property Collateral (as defined in the Loan Agreement) to secure the Obligations.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property Rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

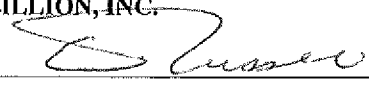
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

Gazillion, Inc.
475 Concar Drive
San Mateo, CA 94402
Attn: Paul Strange
Fax: (650) 403-6058

GRANTOR:

GAZILLION, INC.

By: 

Name: Eric Russell

Title: CEO

Address of Secured Party:

Comerica Bank
National Documentation Services
39200 Six Mile Road
Livonia, MI 48152
MC 7578

SECURED PARTY:

COMERICA BANK

By: 

Name: Chris Benioff

Title: VP

With a copy to:

Comerica Bank
226 Airport Parkway, Suite 100
San Jose, CA 95110
Attn: Chris Benioff
Phone: (408) 451-8504
Fax: (408) 451-8568

EXHIBIT A

Copyrights

Title	Reg. No.	Reg. Date
SmartyCard Critters	VA1684511	8/28/09
SmartyCard Families	VA1684516	8/28/09
SmartyCard Avatars	VA1684522	8/28/09
Chin Lin, "Beverly Hills Brains" Character (December 2008)	VAu977626	12/23/08
Harmony, "Hipster Intellectual" Character (December 2008)	VAu977628	12/23/08
Indi, "Pet" Character (December 2008)	VA1655250	12/23/08
Isaiah, "Smart Jock" Character (December 2008)	VAu977642	12/23/08
Shamus, "Insightful Surfer" Character (December 2008)	VAu977643	12/23/08

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EXHIBIT B

Patents

Title	App. No.	Filing Date	Reg. No.	Date Granted
Massively multiplayer educational online role playing game	11/739646	4/24/07	8,016,680	9/13/11
Massively multiplayer educational online role playing game	11/285896	11/23/05	8,016,678	9/13/11
Massively multiplayer educational online role playing game	11/774398	7/6/07	7,402,105	7/22/08
Parental control systems for child's on-line accounts	12/387859	5/8/09	n/a	n/a

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
SECRET IDENTITY	85/178424	11/16/10	n/a	n/a
GAZILLION	77/614089	11/13/08	n/a	n/a
GAZILLION	77/614077	11/13/08	n/a	n/a
GAZILLION	77/614047	11/13/08	n/a	n/a
GAZILLION	77/614066	11/13/08	n/a	n/a
THE AMAZING SOCIETY	77/592490	10/14/08	3,758,704	3/9/10

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