

06/29/2012



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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

6-29-12

1. Name of conveying party(ies):

ALLIANCE DISTRIBUTORS HOLDING INC.

- Individual(s)
- General Partnership
- Corporation- State: DELAWARE
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) DELAWARE

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) MAY 31, 2012

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: PNC BANK, NATIONAL ASSOCIATION

Internal

Address: 11TH FLOOR

Street Address: 340 MADISON AVENUE

City: NEW YORK

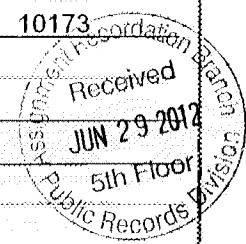
State: NEW YORK

Country: USA

Zip: 10173

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other BANKING ASSOCIATION

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)



4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 3461470 AND 3178918

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: MICHAEL J. CLAIN, ESQ

Internal Address: WINDELS MARX LANE & MITTENDORF, LLP

Street Address: 156 WEST 56TH STREET

City: NEW YORK

State: NEW YORK Zip: 10019

Phone Number: (212) 237 1035

Fax Number: (212) 262 1215

Email Address: MCLAIN@WINDELSMARX.COM

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

07/02/2012 HTON11 00000040 3461470

Deposit Account Number 40.00 OP

Authorized User Name 25.00 OP

9. Signature:

*Michael Clain*  
Signature

JUNE 25, 2012

Date

MICHAEL J. CLAIN, ESQ.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of May 31, 2012, by and between ALLIANCE DISTRIBUTORS HOLDING INC., a Delaware corporation ("Pledgor") and PNC BANK, NATIONAL ASSOCIATION, a national banking association, as Agent for itself and the other Lenders (as defined below) (in such capacity, the "Agent").

### WITNESSETH:

WHEREAS, Pledgor and any other current or future borrowers thereunder (together, the "Borrowers"), and the Agent and certain other financial institutions (collectively, the "Lenders") have entered into a Revolving Credit, Term Loan and Security Agreement of even date herewith (as the same hereafter may be amended, restated, supplemented, replaced or refinanced or otherwise modified from time to time, the "Loan Agreement"), on the terms and subject to the conditions of which Agent and Lenders have agreed to make available to Borrowers certain extensions of credit, including revolving credit loans; and

WHEREAS, pursuant to the Loan Agreement, Pledgor has granted to the Agent and Lenders a security interest and lien on substantially all Pledgor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of its assets, including, but not limited to, all of Pledgor's patents, patent applications, copyrights, trademarks, trademark applications, service marks, trade names, mask works, trade secrets, licenses and any right to use the foregoing (together, the "Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Pledgor hereby represents, warrants, covenants and agrees as follows:

**1. Definitions.** The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

**2. Assignment for Security.** To secure the prompt payment and performance to Agent and each Lender of the Obligations, Pledgor hereby collaterally assigns, pledges and grants to Agent for its benefit and for the ratable benefit of each Lender a continuing security interest in and to and Lien on all of Pledgor's Intellectual Property (including without limitation that Intellectual Property listed on Schedule A hereto), whether now owned or existing or hereafter acquired or arising and wheresoever located, and including without limitation all proceeds thereof (such as, by way of example but not limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding to any of the Intellectual Property throughout the world, the goodwill of the Pledgor's business connected with the use of and symbolized by any trademarks, and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof (collectively, the "Intellectual Property Collateral").

3. **Existing Intellectual Property.** The Intellectual Property listed on Schedule A constitutes all of the Intellectual Property now owned by Pledgor for which Pledgor has registered or filed an application with the United States Patent and Trademark Office or the United States Copyright Office.

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

5. **Limitation on Duty.** Beyond the exercise of reasonable care in the custody and preservation thereof, the Agent will have no duty as to any Intellectual Property in its possession or control or in the possession or control of any sub-agent or bailee or any income therefrom or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Agent will be deemed to have exercised reasonable care in the custody and preservation of the Intellectual Property in its possession or control if such property is accorded treatment substantially equal to that which it accords its own property, and will not be liable or responsible for any loss or damage to any Intellectual Property, or for any diminution in the value thereof, by reason of any act or omission of any sub-agent or bailee selected by the Agent in good faith or by reason of any act or omission by the Agent pursuant to instructions from the Agent, except to the extent that such liability arises from the Agent's gross negligence or willful misconduct.

6. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

7. **Successors and Assigns.** This Agreement shall be binding upon Pledgor and the Agent and their respective successors and assigns, and shall inure to the benefit of Pledgor and the Agent and the successors and assigns of the Agent.

8. **Severability.** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, this Agreement shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provisions hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

9. GOVERNING LAW. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS PRINCIPLES OF CONFLICT OF LAWS, OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

10. SUBMISSION TO JURISDICTION. (a) PLEDGOR HEREBY EXPRESSLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ALL FEDERAL AND STATE COURTS SITTING IN THE CITY OF NEW YORK, STATE OF NEW YORK IN CONNECTION WITH ANY ACTION, SUIT OR PROCEEDING RELATING TO THIS AGREEMENT, ANY INSTRUMENT OR DOCUMENT REFERRED TO HEREIN OR RELATED HERETO, OR ANY ITEM OF COLLATERAL, AND IN CONNECTION THEREWITH AGREES THAT ANY PROCESS OR NOTICE OF MOTION OR OTHER APPLICATION TO ANY OF SAID COURTS OR A JUDGE THEREOF MAY BE SERVED UPON PLEDGOR WITHIN OR WITHOUT SUCH COURT'S JURISDICTION BY REGISTERED OR CERTIFIED MAIL, AT THE ADDRESS OF PLEDGOR SPECIFIED IN SECTION 16.6 OF THE LOAN AGREEMENT (OR AT SUCH OTHER ADDRESS AS PLEDGOR SHALL SPECIFY BY A PRIOR NOTICE IN WRITING TO THE AGENT), PROVIDED A REASONABLE TIME FOR APPEARANCE IS ALLOWED.

(b) PLEDGOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY INSTRUMENT OR DOCUMENT REFERRED TO HEREIN OR RELATED HERETO BROUGHT IN ANY FEDERAL OR STATE COURT SITTING IN THE CITY OF NEW YORK, STATE OF NEW YORK AND HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

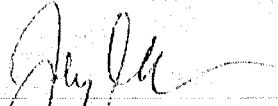
(c) NOTWITHSTANDING THE FOREGOING, THE AGENT OR ANY OTHER LENDER MAY SUE PLEDGOR IN ANY JURISDICTION WHERE PLEDGOR OR ANY OF ITS ASSETS MAY BE FOUND AND MAY SERVE LEGAL PROCESS UPON ANY PLEDGOR IN ANY OTHER MANNER PERMITTED BY LAW.

11. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT, ANY INSTRUMENT OR DOCUMENT REFERRED TO HEREIN OR RELATED HERETO, OR ANY ITEM OF COLLATERAL, AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, this Intellectual Property Security Agreement has been duly executed as of the day and year first above written.

**Alliance Distributors Holding Inc.**

By:   
Name: Jay Gelman  
Title: Chief Executive Officer

**AGENT:**

**PNC BANK, NATIONAL ASSOCIATION**, as  
Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, this Intellectual Property Security Agreement has been duly executed as of the day and year first above written.

**Alliance Distributors Holding Inc.**

By: \_\_\_\_\_  
Name: Jay Gelman  
Title: Chief Executive Officer

**AGENT:**

**PNC BANK, NATIONAL ASSOCIATION, as Agent**

By: \_\_\_\_\_  
Name: *Gregory W.D. Brown*  
Title: *SVP*

**SCHEDULE A**

**Intellectual Property**

**1. TRADEMARKS/TRADEMARK APPLICATIONS**

<b>MARK</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Date of Filing</b>	<b>Registration Date</b>
Hubbagames.com	77323328	3461470	2007-11-07	2008-07-08
VGA Video Game Alliance	76619510	3178918	2004-11-05	2006-12-05

**2. PATENTS/PATENT APPLICATIONS**

**NONE**

**3. COPYRIGHTS**

**NONE**

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