

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
PlayStudios, Inc.	FORMERLY incuBET, Inc.	08/01/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Venture Lending & Leasing VI, Inc.
Street Address:	104 La Mesa Drive, Suite 102
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	85280289	MYVEGAS
Serial Number:	85281725	INCUBET
Serial Number:	85294637	ANTESOCIAL
Serial Number:	85313364	ALPHABETS
Serial Number:	85545404	AROUND THE WORLD IN 80 PLAYS
Serial Number:	85436415	BET THE FARM
Serial Number:	85545406	BLACKJACK WITH FRIENDS
Serial Number:	85294639	CITYQUEST
Serial Number:	85545417	FOWL PLAY
Serial Number:	85545407	JACKPOCKET GOD
Serial Number:	85545409	JACKPOT JUSTICE LEAGUE
Serial Number:	85436410	LUCKY BIRDS
Serial Number:	85545408	PLAYSTUDIOS
Serial Number:	85545411	ROULETTE WITH FRIENDS

OP \$515.00 85280289

Serial Number:	85545413	SLOTS WITH FRIENDS
Serial Number:	85496614	STUDIO CITY
Serial Number:	85545415	VIXP
Serial Number:	85591574	ZOO KEEPER
Serial Number:	85591570	MYMACAU
Serial Number:	85591565	JEWELS VERNE LOST IN TIME

CORRESPONDENCE DATA

Fax Number: 4157774961
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 415 981 1400
Email: gkiviat@grmslaw.com
Correspondent Name: Jeffrey T. Klugman
Address Line 1: Four Embarcadero Center, Suite 4000
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	47558/0119 T
NAME OF SUBMITTER:	Jeffrey T. Klugman
Signature:	/Jeffrey T. Klugman/
Date:	08/13/2012

Total Attachments: 9
source=PlayStudios, Inc. - 6-0119 2012#page1.tif
source=PlayStudios, Inc. - 6-0119 2012#page2.tif
source=PlayStudios, Inc. - 6-0119 2012#page3.tif
source=PlayStudios, Inc. - 6-0119 2012#page4.tif
source=PlayStudios, Inc. - 6-0119 2012#page5.tif
source=PlayStudios, Inc. - 6-0119 2012#page6.tif
source=PlayStudios, Inc. - 6-0119 2012#page7.tif
source=PlayStudios, Inc. - 6-0119 2012#page8.tif
source=PlayStudios, Inc. - 6-0119 2012#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of August 1, 2012, by and between PLAYSTUDIOS, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING VI, INC. a Maryland corporation ("Secured Party").

RECITALS

A. Pursuant to that certain Amended and Restated Loan and Security Agreement of even date herewith between Grantor, as borrower, and Secured Party, as lender, as such agreement may from time to time be amended, restated, supplemented or otherwise modified (the "Loan Agreement"), Secured Party 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 the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of

the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants. Grantor covenants and agrees as follows:

(a) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(b) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations and any material change in the composition of the Collateral;

(c) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless Grantor deems it to be the best interest of Grantor's business;

(d) Grantor shall apply for registration on an expedited basis (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(e) Grantor shall use commercially reasonable efforts to avoid the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the continuance of an Event of Default, subject to Part 2, Section 4 of the Supplement, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code. The foregoing notwithstanding, Secured Party may not utilize power of attorney under this subsection to register any Copyright with the Copyright Office that Grantor, in the exercise of its rights under Section 2(c) has elected not to register, unless such registration is required for Secured Party to perfect its security interest in such Copyright in accordance with the Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature Pages Follow]

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:
1409 Chapin Ave., 3rd Floor
Burlingame, CA 94010
Attn: _____

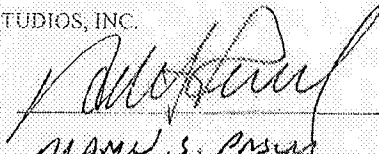
GRANTOR:

PLAYSTUDIOS, INC.

By: _____

Name: _____

Its: _____


M. S. P. S. P. S. P.
CEO

Address of Secured Party:
104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

SECURED PARTY:

VENTURE LENDING & LEASING VI, INC.

By: _____

Name: _____

Its: _____

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

1409 Chapin Ave., 3rd Floor
Burlingame, CA 94010
Attn: _____

GRANTOR:

PLAYSTUDIOS, INC.

By: _____

Name: _____

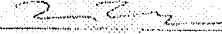
Its: _____

Address of Secured Party:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

SECURED PARTY:

VENTURE LENDING & LEASING VI, INC.

By:  _____

Name: Maurice Werdegar

Its: President and CEO

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Serial Number</u>	<u>Application Date</u>
Slot Machine With Isometric Symbols	13/348,321	1/11/2012
Social Networking Game With Peer to Peer Bonus	61/585,473	1/11/2012
Social Networking Game With Peer to Peer Gifts of Game Situations	61/590,331	1/24/2012
Social Networking Game With Non-Random Prizes	61/598,767	2/14/2012
Social Networking Game with Integrated Social Graph	61/606,950	3/5/2012
Social Networking Game With Prioritized Message Queue	61/611,466	3/15/2012
Online Game with Hidden Wagering Objects	61/613,389	3/20/2012
Social Networking Simulation Game with Embedded Video	61/613,381	3/20/2012
Online Game that Allows Players to Win Building Attributes in Associated Simulation Game	61/615,266	3/24/2012
Online Game that Allows Players to Win Building Attributes in Associated Simulation Game	13/472,464	5/15/2012
System and Method for Converting Loyalty Points Earned in a First Industry to Loyalty Points or Virtual Currency in a Second Industry	13/472,459	5/15/2012
System and Method for Redeeming Virtual Currency/Points for Tangible Goods and/or Services	13/472,454	5/15/2012
Dynamic Interaction Modeling System and Method for Using the Same in a Gaming Environment	13/274,452	5/15/2012
Slot Game with Adjusted Distribution	61/662,332	6/20/2012

EXHIBIT C

Trademarks

<u>Description</u>	<u>U.S. Registration/Application Number</u>	<u>Registration/Application Date</u>
myVegas	85280289	3/29/2011]
incuBET	85281725	3/30/2011
anteSOCIAL	85294637	3/13/2011
alphaBETS	85313364	5/9/2011
Around the World in 80 Plays	85545404	2/17/2012
Bet the Farm	85436415	12/16/2011
BlackJack with Friends	85545406	2/17/2012
CityQuest	85294639	4/13/2012
Fowl Play	85545417	2/21/2012
Jackpocket God	85545407	2/17/2012
Jackpocket Justice League	85545409	2/17/2012
Lucky Birds	85436410	9/30/2011
PlayStudios	85545408	2/12/2012
Roulette with Friends	85545411	2/17/2012
Slots with Friends	85545413	2/17/12
Studio City	85496614	9/30/2012
VixP	85545415	2/21/2012
Zoo Keeper	85591574	4/6/2012
MyMACAU	85591570	4/6/2012
Jewels Verne Lost in Time	85591565	4/6/2012