

700498636 01/07/2013

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

N-Play RE, LLC

- Individual(s)
 - Partnership
 - Corporation- State: _____
 - Other Delaware limited liability company
- Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 1/4/2013

- 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: James Philips

Street Address: 344 S. Candler St.

City: Decatur

State: GA

Country: USA Zip: 30030

- Individual(s) Citizenship U.S.A
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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) _____

Text _____

B. Trademark Registration No.(s) _____

1 Reg. No. 4131591 2 serial No. 85670067

Additional sheet(s) attached? Yes No

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

see attached

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

Name: Kara Williamson

Internal Address: Siavag Law Group LLC

1360 Peachtree St., Ste. 1050

Street Address: same

City: Atlanta

State: GA Zip: 30309

Phone Number: 404-351-5280

Docket Number: _____

Email Address: kwilliamson@siavagelaw.com

6. Total number of applications and registrations involved:

2

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

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Kara Williamson

Signature

1/7/13

Date

Kara Williamson - attorney in fact

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 31

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

OP \$65.00 85676067

Recordation Form Cover Sheet - Additional Page**Item 2: Additional Receiving Party**

Robert Hancock

2734 Peachtree Road, Suite C-204

Atlanta, Georgia 30305

USA

Individual, U.S. citizen

Item 4C: Additional Information

<u>Serial No.</u>	<u>Reg. No.</u>	<u>Trademark</u>
85404228	4131591	MYIDX
85676067		PROPERTY PIN

LOAN AND SECURITY AGREEMENT

This LOAN AND SECURITY AGREEMENT (this "Agreement") is entered into as of January 4, 2013 (the "Effective Date") by and among (i) **Robert D. Hancock, Jr.**, an individual resident of the State of Georgia ("Hancock"), and **James D. Philips, Jr.**, an individual resident of the State of Georgia ("Philips"; each of Hancock and Philips is sometimes individually referred to herein as a "Lender" and collectively as the "Lenders"), (ii) any Agent for the Lenders ("Agent") appointed pursuant to Section 8 of this Agreement and which shall agree to become a party hereto, and (iii) **N-Play RE, LLC**, a Delaware limited liability company ("Borrower"). Capitalized terms used but not otherwise defined herein shall have the meanings given them on Schedule B. The parties agree as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. Security Interest. As security for all present and future Obligations and for Borrower's payment and performance of each of its duties hereunder, Borrower grants Lenders a continuing

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security interest in all of Borrower's interest in the Collateral (as defined in Schedule A). If this Agreement is terminated, Lenders' lien in the Collateral shall continue until the Obligations (other than indemnification obligations as to which no claim has been made on or prior to the date this Agreement is terminated (it being understood that filing an action shall not be required for a claim to be considered "made" for this purpose)) are satisfied in full, and at such time, Lenders shall, at Borrower's sole cost and expense, terminate their security interest in the Collateral and all rights therein shall revert to Borrower. In the event (x) all Obligations (other than indemnification obligations as to which no claim has been made on or prior to the date this Agreement is terminated (it being understood that filing an action shall not be required for a claim to be considered "made" for this purpose)), are satisfied in full, and (y) this Agreement is terminated, Lenders shall terminate the security interest granted herein. Borrower hereby authorizes Lenders to file financing statements, without notice to Borrower, with all appropriate jurisdictions in order to perfect or protect Lenders' interest or rights hereunder, which financing statements may indicate the Collateral as "all assets of the Debtor" or words of similar effect, or as being of an equal or lesser scope, or with greater detail, all in Lenders' sole discretion.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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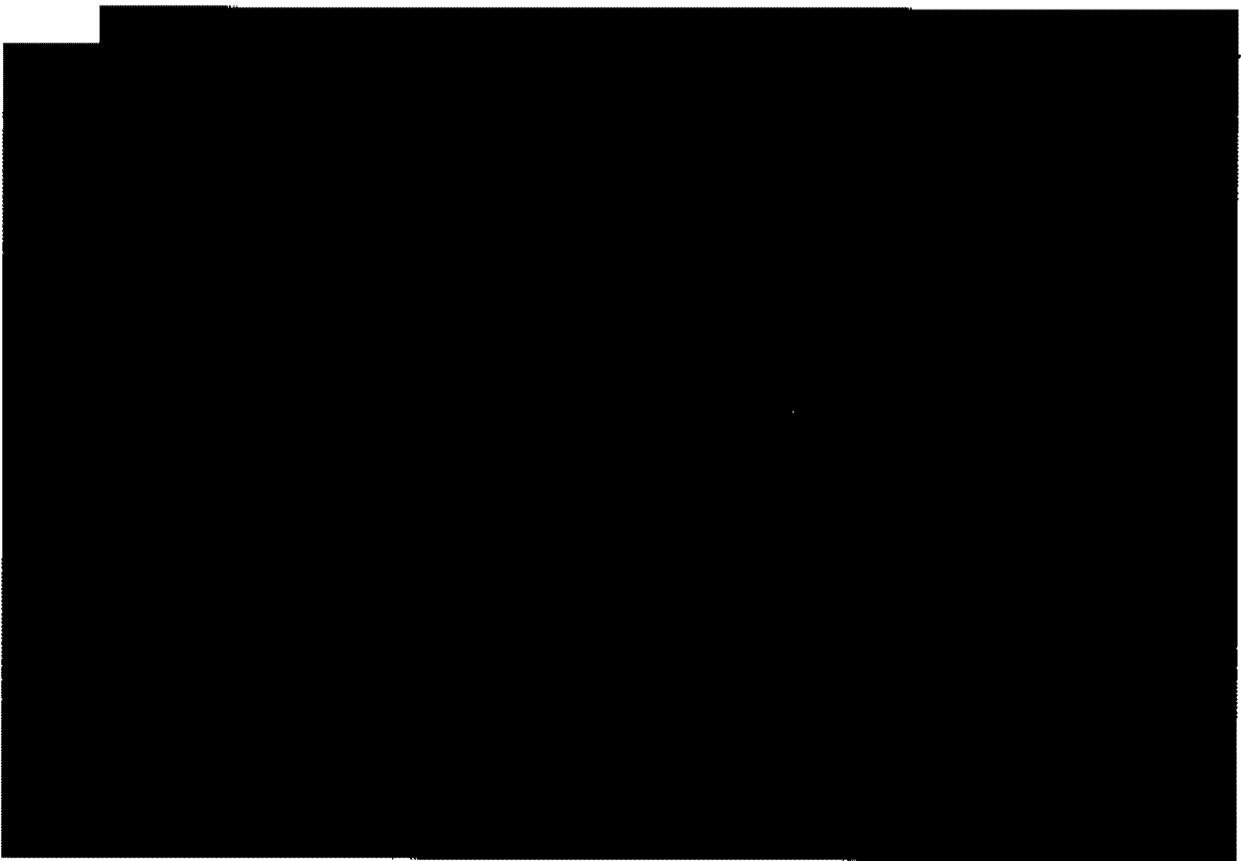
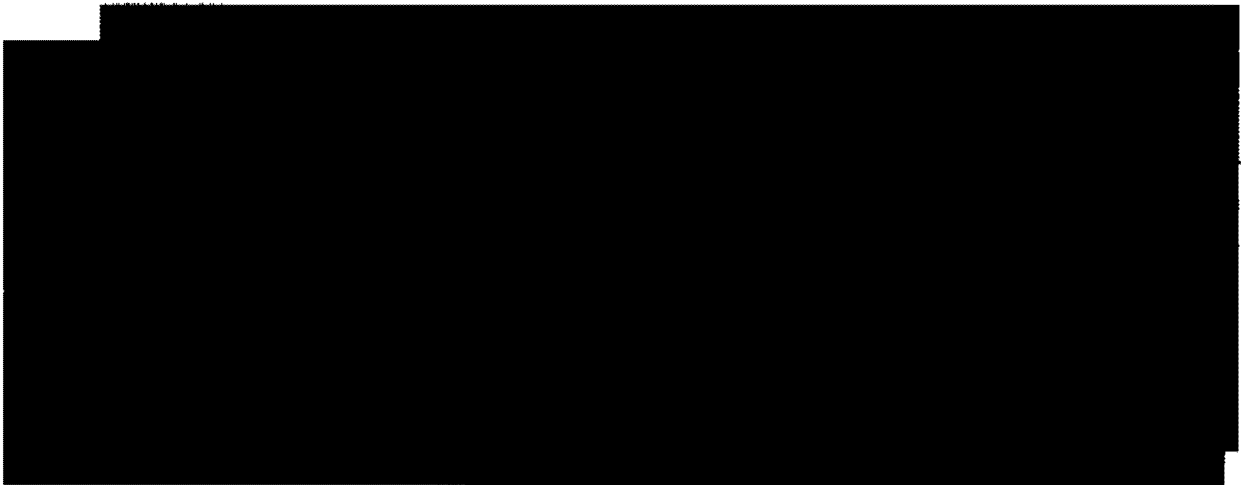
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[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]



(d) Communications. Unless and except as otherwise specifically provided herein, any and all notices, elections, approvals, consents, demands, requests and responses thereto ("Communications") permitted or required to be given under this Agreement (or any other Loan Document which does not contain its own provision regarding Communications) shall be

in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been properly given and shall be effective upon the earlier of receipt thereof or deposit thereof in the United States mail, postage prepaid, certified with return receipt requested, to the other party at the address of such other party set forth hereinbelow or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any Communication must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective with respect to Communications sent prior to the time of receipt thereof. Receipt of Communications under this Agreement shall occur upon actual delivery (whether by mail, telecopy transmission, messenger, courier service, or otherwise), as to Hancock and Philips, at the respective address of such party set forth hereinbelow, to such party or to another adult residing there; or, if such address of Hancock or Philips is hereafter changed to a business address, upon actual delivery at such address to such Lender or to any owner or principal of the business there conducted or to any agent or employee of such Lender or such business owner or principal; and, as to Borrower, upon such delivery (i) to Mark C. Bloomfield, or to any other member, manager, officer, agent or employee of Borrower, at the first address of Borrower set forth hereinbelow; or (ii) to David M. Ivey, or to any other partner, agent or employee of McKenna Long & Aldridge, LLP, at the second address of Borrower set forth hereinbelow, all such addresses referred to above in this Section being subject to change upon the terms and conditions provided hereinabove. An attempted delivery in accordance with the foregoing, acceptance of which is refused or rejected, shall be deemed to be and shall constitute receipt; and an attempted delivery in accordance with the foregoing by mail, messenger, or courier service (whichever is chosen by the sender) which is not completed because of changed address of which no notice was received by the sender in accordance with this provision prior to the sending of the Communication shall also be deemed to be and constitute receipt. Any Communication, if given to Borrower, must be addressed as follows, subject to change as provided hereinabove:

N-Play RE, LLC
4899 Belfort Road, Suite 201
Jacksonville, Florida 32256
Attn: Mark C. Bloomfield

or

N-Play RE, LLC
McKenna Long & Aldridge, LLP
303 Peachtree Street, Suite 5300
Atlanta, Georgia 30308
Attn: David M. Ivey

and, if given to Lenders, must be addressed as follows, subject to change as provided hereinabove:

Robert D. Hancock, Jr.
2734 Peachtree Road, NW, C-204
Atlanta, GA 30305

and to:

James D. Philips, Jr.
344 South Candler Street
Decatur, GA 30030-3744

(e) Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of Georgia without regard to principles of conflicts of law.

[REDACTED]

[REDACTED]


[REDACTED]

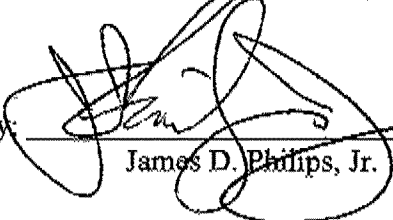
[REDACTED]



(signatures begin on next page)

IN WITNESS WHEREOF, the parties hereto have executed this Loan and Security Agreement under seal as of the Effective Date.

"Lenders":
By:  [SEAL]
Robert D. Hancock, Jr.

By:  [SEAL]
James D. Phillips, Jr.

"Borrower":

N-Play RE, LLC

By: _____
Name: _____
Title: _____
[SEAL]

IN WITNESS WHEREOF, the parties hereto have executed this Loan and Security Agreement under seal as of the Effective Date.

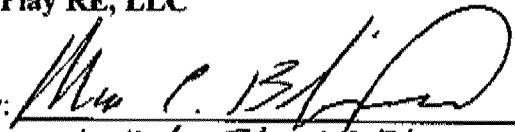
"Lenders":

By: _____ [SEAL]
Robert D. Hancock, Jr.

By: _____ [SEAL]
James D. Philips, Jr.

"Borrower":

N-Play RE, LLC

By: 
Name: MARK BLOOMFIELD
Title: MANAGER
[SEAL]

SCHEDULE A

COLLATERAL

The Collateral consists of all of Borrower's right, title and interest in and to any and all properties, rights and assets of Borrower in which Borrower has or obtains an interest, including without limitation the following personal property as such terms are defined under the Georgia Uniform Commercial Code: All goods, equipment, inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, general intangibles (including payment intangibles and Intellectual Property), accounts, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; and all of Borrower's Books relating to the foregoing and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing.

For purposes hereof, the following terms have the following meanings:

"Borrower's Books" means all Borrower's books and records including ledgers, records regarding Borrower's assets or liabilities, the Collateral, business operations or financial condition and all computer programs or discs or any equipment containing the information.

"Intellectual Property" means any copyright or trademark rights, copyright or trademark applications, copyright or trademark registrations and like protections in each work of authorship and derivative work, whether published or unpublished, any patents, licenses of patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions, and continuations-in-part of the same, trademarks, service marks and applications therefor, whether registered or not, and the goodwill of the business of Borrower connected with and symbolized thereby, know-how, operating manuals, trade secret rights, rights to unpatented inventions, and any claims for damage by way of any past, present, or future infringement of any of the foregoing.

SCHEDULE B

DEFINITIONS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

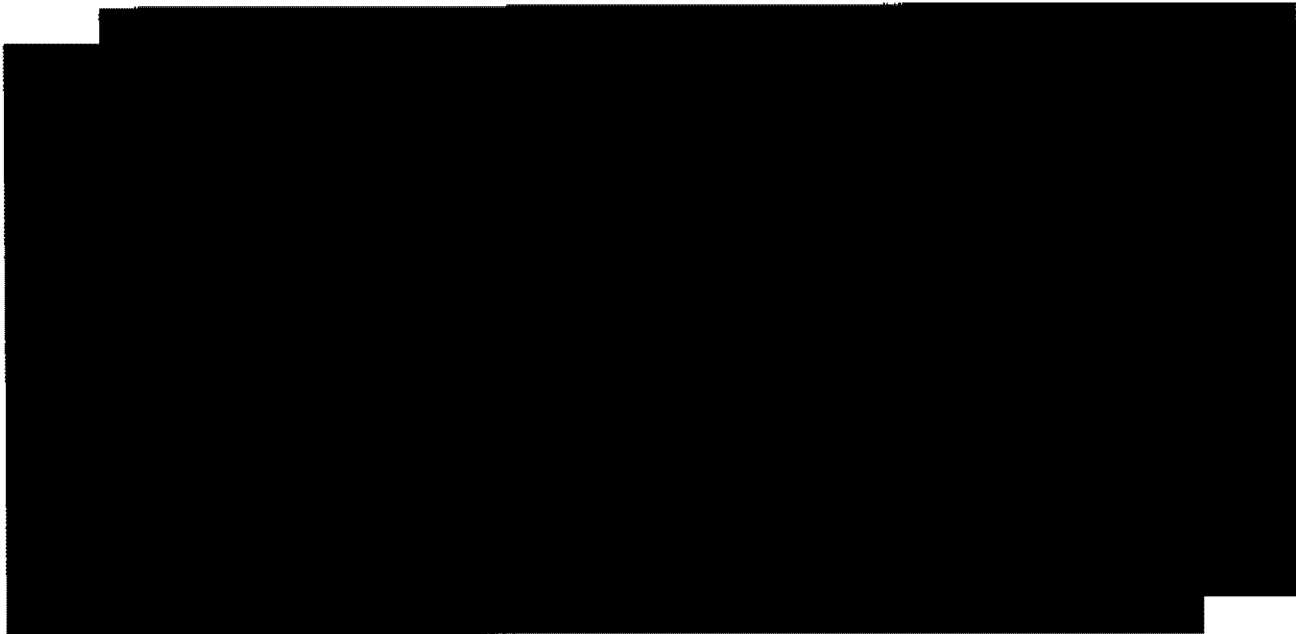
[REDACTED]

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[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE C

PERFECTION CERTIFICATE

Item 5 (Intellectual Property) provided below; all other items omitted.

5. Intellectual Property.

(a) The following is a list of all the Company's United States patents, patent licenses, trademarks and trademark licenses registered with the United States Patent and Trademark Office and all other patents, patent licenses, trademarks and trademark licenses, including the name of the registered owner and the registration number of each patent, patent license, trademark and trademark license owned by the Company:

Patents:

A "Memorandum of Exclusive Patent License" has been recorded (in favor of the Company) at the USPTO in each of the following IPI patent cases:

US Patent - 8,180,685
 US Patent - 7,664,682
 US Patent - 7,865,406
 US Appl. - 13/447,507

Trademarks:

<u>Serial No.</u>	<u>Reg. No.</u>	<u>Trademark</u>
85676067		PROPERTY PIN
85404228	4131591	MYIDX

(b) The following is a list of all the Company's United States copyrights and copyright licenses and all other copyrights and copyright licenses, including the name of the registered owner and the registration number of each registered copyright or copyright license owned by the Company:

N/A

SCHEDULE D
COMPLIANCE CERTIFICATE

[Redacted]

[Redacted]

[Redacted]

[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

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[Redacted]

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[Redacted]

[Redacted]

[Redacted]



SCHEDULE E

NOTE

Not attached.

SCHEDULE F

WARRANT

Not attached.

SCHEDULE G

GUARANTY

Not attached.

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