

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
Digital Chocolate, Inc.		03/01/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NXT Capital, LLC, its successors and assigns
Street Address:	191 N. Wacker Drive
Internal Address:	Suite 1200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 66

Property Type	Number	Word Mark
Serial Number:	77019717	AVAPEEPS
Serial Number:	77120193	DCHOC CAFE
Serial Number:	77120181	DCHOC CAFE
Serial Number:	77460810	PARTY ISLAND
Serial Number:	78711372	AVA
Serial Number:	78316057	DIGITAL CHOCOLATE
Serial Number:	78316060	DIGITAL CHOCOLATE
Serial Number:	78350758	DCHOC
Serial Number:	78316064	DIGITAL CHOCOLATE
Serial Number:	78350749	DCHOC
Serial Number:	78501704	MOBILE LEAGUE
Serial Number:	78350763	DCHOC
Serial Number:	78468156	SEIZE THE MINUTE

OP \$1665.00 77019717

Serial Number:	78468154	SEIZE THE MINUTE
Serial Number:	78444126	DIGITAL CHOCOLATE
Serial Number:	78444121	DIGITAL CHOCOLATE
Serial Number:	76640352	MLSN
Serial Number:	76640351	MLSN
Serial Number:	76640353	MLSN
Serial Number:	85187314	WESTWARD KINGDOMS
Serial Number:	78876008	WESTWARD
Serial Number:	76646073	MLSN
Serial Number:	78840606	GLYPH
Serial Number:	76646071	MLSN
Serial Number:	78824640	CAKE MANIA
Serial Number:	76646072	MLSN
Serial Number:	78706766	PLAY IN OUR NEIGHBORHOOD
Serial Number:	78655602	INCREDIBALL
Serial Number:	78706765	GRANNY IN PARADISE
Serial Number:	78592866	SLYDER
Serial Number:	78488658	SUPER GRANNY
Serial Number:	78424182	TRADEWINDS
Serial Number:	78428299	SANDLOT GAMES
Serial Number:	78424165	SUPER SLYDER
Serial Number:	77804395	CAKE MANIA CELEBRITY CHEF
Serial Number:	77725500	KUROS
Serial Number:	77681262	CAKE MANIA: MAIN STREET
Serial Number:	77642045	TRADEWINDS ODYSSEY
Serial Number:	77631999	CAKE MANIA: BAKER'S CHALLENGE
Serial Number:	77584141	CAKE MANIA: IN THE MIX
Serial Number:	77466180	TRADEWINDS CARAVANS
Serial Number:	77422107	WESTWARD II: HEROES OF THE FRONTIER
Serial Number:	77372821	EYE FOR DESIGN
Serial Number:	77588215	SANDLOT CONNECT
Serial Number:	77372371	MONSTER MASH
Serial Number:	85322803	CRAZY PENGUIN CATAPULT
Serial Number:	85210295	MILLIONAIRE CITY
Serial Number:	85006702	CAKE MANIA: LIGHTS, CAMERA, ACTION!

TRADEMARK

REEL: 004969 FRAME: 0459

	77681462	CAKE MANIA: BACK TO THE BAKERY
Serial Number:	77351157	SANDLOT GAMES
Serial Number:	77331021	BLUE PLATE GAMES
Serial Number:	77297358	COOKIE DOMINATION
Serial Number:	77019139	SNAIL MAIL
Serial Number:	85032811	DIGITAL CHOCOLATE
Serial Number:	85114418	HOLLYWOOD CITY
Serial Number:	85214780	MILLIONAIRE PAYDAY
Serial Number:	85279709	LUCKY LIFE
Serial Number:	85352520	GALAXY LIFE
Serial Number:	85456639	NEW IN TOWN
Serial Number:	85456646	GANGS OF BOOMTOWN
Serial Number:	85748675	RACE TRACK RIVALS
Serial Number:	85785364	KINGS & WARLORDS
Serial Number:	85590386	CRAZY PENGUIN WARS
Serial Number:	85774501	BLACKJACK BUZZ!
Serial Number:	85552094	SECRET VILLAGE: HIDDEN OBJECTS
Serial Number:	85552091	MYSTERY SOCIETY: HIDDEN OBJECTS

CORRESPONDENCE DATA

Fax Number: 3124508101
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-450-8183
Email: james.anderson@nxtcapital.com
Correspondent Name: James Anderson
Address Line 1: 191 N. Wacker Drive
Address Line 2: Suite 1200
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	MZC/KAM-031112-00002
NAME OF SUBMITTER:	Michael A. Cramarosso
Signature:	/Michael A. Cramarosso/
Date:	03/01/2013

Total Attachments: 11
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TRADEMARK GRANT OF SECURITY INTEREST

This Trademark Grant of Security Interest (this "Agreement") is dated the 1st day of March, 2013 among **DIGITAL CHOCOLATE, INC.**, a Delaware corporation ("Digital Chocolate") and **SANDLOT GAMES CORPORATION**, a Washington corporation ("Sandlot"), (each a "Grantor" and collectively, the "Grantors"), which maintain their chief executive office and principal place of business at 1875 South Grant Street, Suite 650, San Mateo, California 94402 and NXT Capital, LLC, with its chief executive office and principal place of business located at 191 N. Wacker Drive, Suite 1200, Chicago, Illinois 60606 (together with its successors and assigns, the "Secured Party").

RECITALS

A. Grantors own the trademarks, trademark registrations, trademark applications and is a party to the trademark licenses listed on Schedule 1 hereto.

B. Secured Party and Grantor are parties to a Senior Loan and Security Agreement dated December 28, 2011 (the "Loan Agreement") and certain ancillary documents entered into in connection with the Loan Agreement, all as may be amended from time to time, including as amended by the Second Loan Modification Agreement among Grantors and Lender and effective as of the date hereof (the "Second Modification Agreement") (the Loan Agreement, together with the Loan Documents referred to above, are referred to collectively herein as the "Loan Documents").

C. Pursuant to the terms of the Second Modification Agreement, Grantors have granted to Secured Party a security interest in all of the tangible and intangible property of Grantors, including all right, title and interest of either Grantor in, to and under all of the following property, now owned or hereafter acquired by any Grantor or in which a Grantor now holds or hereafter acquires any interest (collectively, the "Trademarks"): (a) all trademarks (registered, common law or otherwise), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (and all goodwill associated therewith), prints and labels on which any of the foregoing have appeared or appear, and designs of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including 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, (b) all reissues, extensions or renewals thereof, (c) any written agreement granting any right or license to use any trademark or trademark registration (the "Trademark Licenses") owned by others, and (d) all proceeds thereof.

D. All capitalized terms not defined herein shall have the meanings set forth in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises contained herein, Grantors hereby agree with Secured Party as follows:

1. To secure the complete and timely satisfaction of all the Obligations, each Grantor hereby grants and conveys to Secured Party a continuing security interest in and lien on all of such Grantor's entire right, title and interest in and to the Trademarks and proceeds thereof, including without limitation the Trademarks and Trademark applications and the Trademark

Licenses listed on Schedule 1 hereto (as the same may be amended pursuant hereto from time to time), including without limitation, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world and the goodwill of the business to which each of the Trademarks relates except as limited by Section 5.01 of the Loan Agreement (all of the foregoing are collectively called the "Trademark Collateral"). Secured Party is authorized to file this Agreement with the United States Patent and Trademark Office or any other governmental agency it deems necessary or desirable in order to secure and perfect its rights under this Agreement or the other Loan Documents.

2. Each Grantor represents, warrants and covenants that:

(a) Such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to all of the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Grantor not to sue third persons, except for Permitted Liens;

(b) To the knowledge of Grantor, the Trademark Collateral is subsisting and no part of the Trademark Collateral has been adjudged invalid or unenforceable, in whole or in part;

(c) To the knowledge of Grantor, the Trademark Collateral is valid and enforceable;

(d) Except as set forth on the Schedule of Exceptions to the Second Modification Agreement, no claim has been made in writing to the Grantor that the use of any of the Trademark Collateral does or may infringe or violate the rights of any third person;

(e) Such Grantor has the unqualified right to enter into this Agreement and perform its terms;

(f) Each Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademark Collateral, unless such Grantor determines that such Trademark Collateral is no longer useful in Grantor's business and discontinuance of such Trademark Collateral is in the best interests of Grantor; and

(g) Such Grantor has used, and will continue to use for the duration of this Agreement, consistent standards of quality of products sold under the Trademarks.

3. Each Grantor agrees that, until all of the Obligations shall have been indefeasibly satisfied in full, it will not enter into any agreement relating to such Grantor's Trademarks (for example, a license agreement) which is inconsistent with such Grantor's obligations under this Agreement, without Secured Party's prior written consent; provided, that to the extent not inconsistent with the Loan Agreement, so long as no Event of Default exists, without the consent of Secured Party, a Grantor may grant licenses to third parties to use the Trademarks in the Ordinary Course of Business of both such Grantor and such third party on arm's length and customary business terms.

4. If, before the Obligations shall have been indefeasibly satisfied in full, a Grantor shall obtain rights to any new Trademarks or any rights that would come within the definition of Trademark Collateral had such rights existed on the date hereof, the provisions of paragraph 1 shall automatically apply thereto and such Grantor shall give Secured Party prompt written notice thereof. Failure to provide such notice shall constitute a material breach of this Agreement.

5. Each Grantor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule 1 to include any future Trademarks or other rights described in paragraphs 1 and 4 hereof.

6. If any Event of Default shall have occurred, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement or the other Loan Documents, those rights and remedies allowed by law and the rights and remedies of a secured party under the UCC as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Grantor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Trademarks, or any interest which any Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to each Grantor. Notice of any sale or other disposition of the Trademarks shall be given to such Grantor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which each Grantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition Secured Party or its Transferee (defined in paragraph 14 below) may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Grantor, which right is hereby waived and released.

7. Each Grantor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party, as Secured Party may select in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power, during the existence of an Event of Default, to endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party to use the Trademark Collateral, or to grant or issue any exclusive or nonexclusive license under the Trademark Collateral to any third person, or necessary or desirable for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to any third person as a part of Secured Party's realization on such collateral upon acceleration of the Obligations following an Event of Default. Each Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable for the life of this Agreement.

8. If a Grantor fails to comply with any of its obligations hereunder, Secured Party may do so in such Grantor's name or in Secured Party's name, but at such Grantor's expense, and such Grantor hereby agrees to reimburse and indemnify Secured Party in full for all

expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining the Trademark Collateral.

9. Any and all fees, costs and expenses, of whatever kind or nature, including the attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of the transactions contemplated by this Agreement (said attorney's fees not to exceed \$5,000.00), the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by a Grantor on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate.

10. Each Grantor shall have the duty to prosecute diligently any Trademark applications pending as of the date of this Agreement or thereafter until the Obligations shall have been indefeasibly paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademark Collateral. Any expenses incurred in connection with the Trademark Collateral shall be borne by such Grantor. The Grantors shall not abandon any Trademark Collateral without the consent of Secured Party.

11. No course of dealing between Grantors and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. All of Secured Party's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Loan Documents, or any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such provision shall be ineffective only to the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. Each Grantor acknowledges and understands that Secured Party may sell, assign and/or transfer all or part of its interest hereunder to any person or entity (a "Transferee") without notice to or consent of such Grantor. After such assignment the term "Secured Party" as used in this Agreement shall mean and include such Transferee, and such Transferee shall be vested with all rights, powers and remedies of Secured Party hereunder with respect to the interest so assigned; but with respect to any such interest not so transferred, Secured Party shall retain all rights, powers and remedies hereby given. No such assignment by Secured Party shall relieve such Grantor of any of its obligations hereunder. No Grantor may sell, assign or transfer its rights and obligations hereunder without the prior written consent of Secured Party.

15. This Agreement is subject to modification only by a writing signed by both parties, except as provided in paragraph 5.

16. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the internal laws of the State of Illinois, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction. To the extent the provisions of the UCC govern any aspect of this Agreement, the UCC as the same is, from time to time, in effect in the State of Illinois shall govern; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, the security interest granted on the Trademark Collateral is required to be governed by the UCC as the same is, from time to time, in effect in a jurisdiction other than the State of Illinois, then such jurisdiction's UCC, as in effect, from time to time, shall govern only to the extent required by applicable law.

17. This Agreement has been delivered to Lender in the State of Illinois, and shall have been accepted by Secured Party in the State of Illinois. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Illinois, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction. The parties hereto agree that any suit, action or proceeding with respect to this Agreement shall be brought and maintained exclusively in the courts of the State of Illinois, County of Cook and the United States District Court for the Northern District of Illinois; provided, that nothing in this Agreement shall be deemed or operate to preclude Lender from bringing suit or taking other legal action in any other jurisdiction if such action is brought in connection with enforcing any of Lender's rights against Grantors or with respect to the Trademark Collateral. The parties hereto hereby expressly and irrevocably submit to the jurisdiction of those courts for the purpose of any such suit, action or proceeding. The parties hereto hereby irrevocably waive, to the fullest extent permitted by law, any objection that any of them may now or hereafter have to venue of any suit, action or proceeding arising out of or relating to this Agreement or any judgment entered by any court in respect thereof brought in any such court referred to above, and hereby further irrevocably waive any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Service of process on any party hereto in any action arising out of or relating to this Agreement shall be effective if given in accordance with the requirements for notice set forth in the Loan Agreement, and shall be deemed effective and received as set forth in Section 10.05 of the Loan Agreement.

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IN WITNESS WHEREOF, each of the parties hereto, by their respective officers, have executed this Agreement as of the day and year first above written.

DIGITAL CHOCOLATE, INC.

By: Mark Richman
Name: MARK RICHMAN
Title: CFO

SANDLOT GAMES CORPORATION

By: Mark Richman
Name: MARK RICHMAN
Title: PRESIDENT

NXT CAPITAL, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto, by their respective officers, have executed this Agreement as of the day and year first above written.

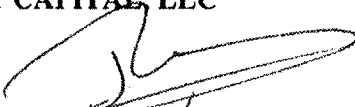
DIGITAL CHOCOLATE, INC.

By: _____
Name: _____
Title: _____

SANDLOT GAMES CORPORATION

By: _____
Name: _____
Title: _____

NXT CAPITAL, LLC

By: 
Name: Jan Haas
Title: Senior Managing Director

Signature Page to Trademark Grant of Security Interest

TRADEMARK

REEL: 004969 FRAME: 0468

SCHEDULE 1
TO
TRADEMARK GRANT OF SECURITY INTEREST

TRADEMARKS:			
Name	Date Issued	Registration Number	Status
AVAPEEPS	5/13/2008	77/019,717	Registered
DCHOC CAFE	7/12/2011	77/120,193	Registered
DCHOC CAFE	7/26/2011	77/120,181	Registered
PARTY ISLAND	12/22/2009	77/460,810	Registered
AVA	3/15/2011	78/711,372	Registered
DIGITAL CHOCOLATE (hardware)	2/5/2008	78/316,057	Registered
DIGITAL CHOCOLATE (software)	1/16/2007	78/316,060	Registered
DCHOC	2/9/2010	78/350,758	Registered
DIGITAL CHOCOLATE	4/29/2008	78/316,064	Registered
DCHOC (software)	4/22/2008	78/350,749	Registered
MOBILE LEAGUE	4/29/2008	78/501,704	Registered
DCHOC	8/7/2007	78/350,763	Registered
SEIZE THE MINUTE	5/20/2008	78/468,156	Registered
SEIZE THE MINUTE	7/15/2008	78/468,154	Registered
DIGITAL CHOCOLATE and Design	5/20/2008	78/444,126	Registered
DIGITAL CHOCOLATE and Design	5/6/2008	78/444,121	Registered
MLSN	4/29/2008	76/640,352	Registered
MLSN	5/6/2008	76/640,351	Registered
MLSN	4/29/2008	76/640,353	Registered
WESTWARD KINGDOMS	7/12/2011	85/187,314	Registered
WESTWARD	6/26/2007	78/876,008	Registered
MLSN and Design	4/29/2008	78/646,073	Registered

GLYPH	7/3/2007	78/840,606	Registered
MLSN and Design	5/6/2008	78/646,071	Registered
CAKE MANIA	7/10/2007	78/824,640	Registered
MLSN and Design	5/20/2008	78/646,072	Registered
PLAY IN OUR NEIGHBORHOOD	8/8/2006	78/706,766	Registered
INCREDIBALL	9/5/2006	78/355,602	Registered
GRANNY IN PARADISE	1/9/2007	78/706,765	Registered
SLYDER	7/24/2007	78/592,866	Registered
BALLISTIK	12/19/2006	78/527,048	Registered
SUPER GRANNY	8/22/2006	78/488,658	Registered
TRADEWINDS	5/24/2004	78/424,182	Registered
SANDLOT GAMES	1/10/2006	78/428,299	Registered
SUPER SLYDER	3/6/2007	78/424,165	Registered
CAKE MANIA CELEBRITY CHEF	3/30/2010	77/804,395	Registered
KUROS	9/14/2010	77/725,500	Registered
CAKE MANIA: MAIN STREET	12/15/2009	77/681,262	Registered
TRADEWINDS ODYSSEY	11/17/2009	77/642,045	Registered
CAKE MANIA: BAKER'S CHALLENGE	5/12/2009	77/631,999	Registered
CAKE MANIA: IN THE MIX	5/12/2009	77/584,141	Registered
TRADEWINDS CARAVANS	2/17/2009	77/466,180	Registered
WESTWARD II: HEROES OF THE FRONTIER	3/3/2009	77/422,107	Registered
EYE FOR DESIGN	1/27/2009	77/372,821	Registered
SANDLOT CONNECTION	5/19/2009	77/588,215	Registered
MONSTER MASH	11/11/2008	77/372,371	Registered
CRAZY PENGUIN CATAPULT	5/17/2011	85/322,803	Registered
MILLIONAIRE CITY	1/4/2011	85/210,295	Registered
CAKE MANIA: LIGHTS, CAMERA,	4/5/2010	85/006,702	Registered

ACTION!			
CAKE MANIA: BACK TO THE BAKERY	12/15/2009	77/681,462	Registered
SANDLOT GAMES	1/20/2009	77/351,157	Registered
BLUE PLATE GAMES	12/2/2008	77/331,021	Registered
COOKIE DOMINATION	11/16/2010	77/297,358	Registered
SNAIL MAIL	6/27/2007	77/019,139	Registered

TRADEMARK APPLICATIONS:			
Name	Date Filed	Serial Number	Status
DIGITAL CHOCOLATE and Design (Refile)	5/7/2010	85/032,811	Published
HOLLYWOOD CITY	8/24/2010	85/114,418	Published
MILLIONAIRE PAYDAY	1/11/2011	85/214,780	Office Action Issued
LUCKY LIFE	3/29/2011	85/279,709	Office Action Issued
GALAXY LIFE	6/22/2011	85/352,520	Application Filed
NEW IN TOWN	10/26/2011	85/456,639	Application Filed
GANGS OF BOOMTOWN	10/26/2011	85/456,646	Application Filed
RACE TRACK RIVALS	10/8/2012	85/748,675	Application Filed
KINGS & WARLORDS	11/21/2012	85/785,364	Application Filed
CRAZY PENGUIN WARS	4/5/2012	85/590,386	Application Filed
BLACKJACK BUZZ!	11/8/2012	85/774,501	Application Filed
SECRET VILLAGE: HIDDEN OBJECTS	2/24/2012	85/552,094	Application Filed
MYSTERY	2/24/2012	85/552,091	Application Filed

SOCIETY: HIDDEN OBJECTS			
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TRADEMARK LICENSES:			
Name	Licensor	Licensee	Registration Number

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