

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
FLOWPLAY, INC.		06/25/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AGILITY CAPITAL II, LLC		
Street Address:	812 Anacapa Street		
Internal Address:	Suite A		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93101		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85550216	VEGAS WORLD	
Registration Number:	4113117	DOWNWORLD	
Registration Number:	3854198	PLAY IN OURWORLD	
Registration Number:	3563404	FP FLOWPLAY	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	305948-177 FLOWPLAY		

CH \$115.00 85550216

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	06/27/2013
Total Attachments: 6 source=Flowplay signed IPSA#page1.tif source=Flowplay signed IPSA#page2.tif source=Flowplay signed IPSA#page3.tif source=Flowplay signed IPSA#page4.tif source=Flowplay signed IPSA#page5.tif source=Flowplay signed IPSA#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (the "**Agreement**") is entered into as of June 25, 2013 by and between **AGILITY CAPITAL II, LLC** ("**Lender**") and **FLOWPLAY, INC.**, a Delaware corporation ("**Grantor**").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan Agreement by and between Lender and Grantor (as amended from time to time, the "**Loan Agreement**") dated on or about the date hereof. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor and Lender agree as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

Upon the indefeasible payment and performance in full of all of the Obligations, this Agreement and Grantor's obligations hereunder shall automatically terminate and Lender shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor, at Grantor's expense, as shall be necessary to evidence termination of all security interests given by Grantor to Lender hereunder; provided, however, that the obligations of Lender under this paragraph shall survive the termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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


Address of Grantor:

114 Alaskan Way South, Suite 100
Seattle, WA 98104
Attn: Derrick Morton, CEO

FLOWPLAY, INC.

By: _____

Title: _____


CEO

Address of Lender:

812 Anacapa Street, Suite A
Santa Barbara, CA 93101

AGILITY CAPITAL II, LLC

By: _____

Title: _____

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

Address of Grantor:

FLOWPLAY, INC.

114 Alaskan Way South, Suite 100
Seattle, WA 98104
Attn: Derrick Morton, CEO

By: _____

Title: _____

Address of Lender:

AGILITY CAPITAL II, LLC

812 Anacapa Street, Suite A
Santa Barbara, CA 93101

By:  _____

Title: MANAGING MEMBER

EXHIBIT A

Copyrights

Title	Registration Number	Registration Date
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None

EXHIBIT B

Patents

Title	Serial / Patent Number	Application / Issue Date
Displaying animation of graphic object in environments lacking 3d rendering capability	11/858,567	09/20/07

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
VEGAS WORLD	85/550,216	02/22/12
DOWNWORLD	4,113,117	03/13/12
PLAY IN OUR WORLD	3,854,198	09/28/10
FLOWPLAY (AND DESIGN)	3,563,404	01/20/09