# 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
Live Gamer, Inc.		06/28/2013	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	BRIDGE BANK, NATIONAL ASSOCIATION		
Street Address:	55 Almaden Boulevard, Suite 100		
Internal Address:	Attn: Mike Field		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	National Banking Association: UNITED STATES		

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Serial Number:	77320378	LIVE GAMER	

## **CORRESPONDENCE DATA**

**Fax Number**: 8586385130

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 858-677-1400

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 4365 Executive Drive, Suite 1100
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	355157-109
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander

TRADEMARK REEL: 005082 FRAME: 0619 773

Date:	07/31/2013
Total Attachments: 6 source=Live Gamer IPSA#page1.tif source=Live Gamer IPSA#page2.tif source=Live Gamer IPSA#page3.tif source=Live Gamer IPSA#page4.tif source=Live Gamer IPSA#page5.tif source=Live Gamer IPSA#page6.tif	

#### AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 28, 2013 (Date», (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and LIVE GAMER, INC. ("Grantor") is made with reference to the Amended and Restated Loan and Security Agreement, dated as of June 28, 2013 (as amended from time to time, the "Loan Agreement"), between Lender, the other Borrowers party thereto and Grantor and amends and restates, in its entirety, that certain Intellectual Property Security Agreement by and between Lender and Grantor dated as of November 14, 2011 (the "Original IP Security Agreement"). Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
  - (f) design rights;
- (g) 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;
- (h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original IP Security Agreement. All security interests granted under the Original IP Security Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

LIVE GAMER, INC.

Title:

Address for Notices:

Ams: William Chardavoyne, CFO

678 Broedway, 5th Floor New York, NY 10012 Fax: (646) 867-7299 LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

y: <u>Lichel Love</u>

Name: <u>Richard Sweeney</u>

Title: SVP

Address for Notices:

Attn: Mike Field

55 Almaden Boulevard, Suite 100

San Jose, California 95113

Tel: (408) 556-6501 Fax: (408) 282-1681

Attn: Charles Wehr

260 Franklin Street, Suite 1540

Boston, MA 02110 Tel: (617) 995-1312 Fax: (617) 995-1320

(Signature Page to Amended and Restated Intellectual Property Security Agreement)

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TRADEMARK

REEL: 005082 FRAME: 0623

# Exhibit A

# COPYRIGHTS

# Please Check if No Copyrights Exist ☑

Type of Work:	Title:	International Standard Serial Number (ISSN):	Registration Number:	Filing Date:	Pre - registered?

# Exhibit B TRADEMARKS

Please Check if No Trademarks Exist  $\square$ 

Mark / Title:	U.S. Serial Number:	U.S. Registration Number:	USPTO Reference Number:	Filing Date:
LIVE GAMER	77320378	3680503		11/02/07

## EXHIBIT C

# **PATENTS**

# Please Check if No Patents Exist ☑

Title:	Patent Number:	Application Serial Number:	Issued or Published?	Issue Date:

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**RECORDED: 07/31/2013**