

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
Machinima, Inc.		09/13/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Serial Number:	85933394	MACHINIMA
Serial Number:	85933392	MACHINIMA
Serial Number:	85765461	CUSTOM LOADOUT BY M MACHINIMA
Serial Number:	85765459	CUSTOM LOADOUT BY M MACHINIMA
Serial Number:	85933396	MACHINIMA
Serial Number:	85752681	MACHINIMA
Serial Number:	85752671	MACHINIMA
Serial Number:	85752651	MACHINIMA
Serial Number:	85751953	MACHINIMA
Serial Number:	85751946	MACHINIMA
Serial Number:	85751916	MACHINIMA
Serial Number:	85765464	M TRAILER VAULT
Serial Number:	85765465	M TRAILER VAULT
Serial Number:	85752662	MACHINIMA

CH \$1440.00 85933394

Serial Number:	85744695	M
Serial Number:	85765468	HAPPY HOUR
Serial Number:	85765467	HAPPY HOUR
Serial Number:	85745030	M MACHINIMA
Serial Number:	85765470	HAPPY HOUR
Serial Number:	85745782	M MACHINIMA.COM
Serial Number:	85745777	M MACHINIMA.COM
Serial Number:	85745053	M MACHINIMA
Serial Number:	85767303	HAPPY HOUR
Serial Number:	85752678	MACHINIMA
Serial Number:	85751948	MACHINIMA
Serial Number:	85751938	MACHINIMA
Serial Number:	85749731	M SPORTS
Serial Number:	85745788	M MACHINIMA.COM
Serial Number:	85744776	M MACHINIMA
Serial Number:	85744773	M MACHINIMA
Serial Number:	85744751	M MACHINIMA
Serial Number:	85744737	M MACHINIMA
Serial Number:	85744674	M
Serial Number:	85734310	M MACHINIMA VS
Serial Number:	85734303	M MACHINIMA VS
Serial Number:	85734279	MACHINIMA VS
Serial Number:	85734252	MACHINIMA VS
Serial Number:	85731109	REALM
Serial Number:	85730688	INSIDE GAMING
Serial Number:	85672603	M MACHINIMA PRIME
Serial Number:	85745061	M MACHINIMA
Serial Number:	85745045	M MACHINIMA
Serial Number:	85745022	M MACHINIMA
Serial Number:	85672600	M MACHINIMA PRIME
Serial Number:	85749724	M SPORTS
Serial Number:	85731107	M REALM
Serial Number:	85730682	INSIDE GAMING
Serial Number:	85933395	MACHINIMA
Serial Number:	85933393	MACHINIMA

	85730627	ETC
Serial Number:	85749750	M RESPAWN
Serial Number:	85749747	M RESPAWN
Serial Number:	85730645	ETC
Serial Number:	85314918	M
Serial Number:	85314886	M
Serial Number:	85765455	INSIDE GAMING DAILY
Serial Number:	85765454	INSIDE GAMING DAILY

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:	354271-361
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	09/18/2013

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and MACHINIMA, INC. ("Grantor").

RECITALS

A. Bank 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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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 Grantor

connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

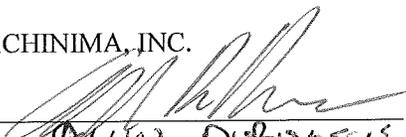
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the

laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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

GRANTOR:

MACHINIMA, INC.


By: ALLAN DEROSE
Title: CEO

BANK:

SILICON VALLEY BANK

By: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

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

GRANTOR:

MACHINIMA, INC.

By: _____
Title: _____

BANK:

SILICON VALLEY BANK


By: Kevin Fleischman
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Bite Me	PA0001829406	3/7/13
Bite Me Poster (John)	VA0001798693	11/29/11
Outbreak	TX0007471839	12/1/11
XARM	pending	9/4/13
BALLUP Life on the Road	pending	9/4/13
Prank Lab	pending	9/4/13
Player vs. Pain	pending	9/4/13
Omega	pending	9/4/13
Good Cops, Season 2	pending	9/4/13
The Clan	pending	9/4/13
Zoochosis: Cases	pending	9/4/13

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None registered

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MACHINIMA	85933394	5/15/13
MACHINIMA	85933392	5/15/13
CUSTOM LOADOUT BY M MACHINIMA	85765461	10/28/12
CUSTOM LOADOUT BY M MACHINIMA	85765459	10/28/12
MACHINIMA	85933396	5/15/13
MACHINIMA	85752681	10/12/12
MACHINIMA	85752671	10/12/12
MACHINIMA	85752651	10/12/12
MACHINIMA	85751953	10/11/12
MACHINIMA	85751946	10/11/12
MACHINIMA	85751916	10/11/12
M TRAILER VAULT	85765464	10/28/12
M TRAILER VAULT	85765465	10/28/12
MACHINIMA	85752662	10/12/12
M Design	85744695	10/3/12
HAPPY HOUR	85765468	10/28/12
HAPPY HOUR	85765467	10/28/12
M MACHINIMA	85745030	10/3/12
HAPPY HOUR	85765470	10/28/12
M MACHINIMA.COM	85745782	10/4/12
M MACHINIMA.COM	85745777	10/4/12
M MACHINIMA	85745053	10/3/12
HAPPY HOUR	85767303	10/30/12
MACHINIMA	85752678	10/12/12
MACHINIMA	85751948	10/11/12
MACHINIMA	85751938	10/11/12
M SPORTS	85749731	10/9/12
M MACHINIMA.COM	85745788	10/4/12
M MACHINIMA	85744776	10/3/12
M MACHINIMA	85744773	10/3/12
M MACHINIMA	85744751	10/3/12
M MACHINIMA	85744737	10/3/12
M Design	85744674	10/3/12
M MACHINIMA VS	85734310	9/20/12

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
M MACHINIMA VS	85734303	9/20/12
MACHINIMA VS	85734279	9/20/12
M MACHINIMA VS	85734252	9/20/12
M REALM	85731109	9/17/12
INSIDE GAMING	85730688	9/17/12
M MACHINIMA PRIME	85672603	7/10/12
M MACHINIMA	85745061	10/3/12
M MACHINIMA	85745045	10/3/12
M MACHINIMA	85745022	10/3/12
M MACHINIMA PRIME	85672600	7/10/12
M SPORTS	85749724	10/9/12
M REALM	85731107	9/17/12
INSIDE GAMING	85730682	9/17/12
MACHINIMA	85933395	5/15/13
MACHINIMA	85933393	5/15/13
ETC	85730627	9/17/12
M RESPAWN	85749750	10/9/12
M RESPAWN	85749747	10/9/12
ETC	85730645	9/17/12
M Design	85314918	5/6/11
M Design	85314886	5/6/11
INSIDE GAMING DAILY	85765455	10/28/12
INSIDE GAMING DAILY	85765454	10/28/12

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None registered

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