

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
TRION WORLDS, INC.		10/10/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Lighthouse Capital Partners VI, L.P.
Street Address:	3555 Alameda de las Pulgas, Ste 200
Internal Address:	ATTN: CONTRACTS ADMINISTRATION
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	4385618	DEFIANCE
Serial Number:	85616406	STORM LEGION
Serial Number:	85616404	STORM LEGION
Serial Number:	85616402	STORM LEGION
Serial Number:	85869695	PLANETJACKERS
Serial Number:	85869689	PLANETJACKERS
Serial Number:	85869682	PLANETJACKERS
Serial Number:	85020022	RIFT: PLANES OF TELARA
Serial Number:	85293402	END OF NATIONS
Registration Number:	4362998	TRION WORLDS
Registration Number:	4362997	TRION
Serial Number:	85275032	DEFIANCE
Serial Number:	85192454	RIFT

OP \$615.00 4385618

Serial Number:	85161450	TRION WORLDS
Serial Number:	85161447	TRION
Serial Number:	85263397	STORM LEGIONS
Serial Number:	85263360	STORM LEGIONS
Serial Number:	85091050	TRION WORLDS
Serial Number:	85091045	TRION
Registration Number:	4239353	END OF NATIONS
Registration Number:	4222304	END OF NATIONS
Registration Number:	4211665	RIFT
Registration Number:	4183944	RIFT
Registration Number:	4183943	RIFT

CORRESPONDENCE DATA

Fax Number: 6502330114
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 650-233-1013
Email: graceg@lcpartners.com
Correspondent Name: Grace Gillen
Address Line 1: 3555 Alameda de las Pulgas, Ste 200
Address Line 2: ATTN: CONTRACTS ADMINISTRATION
Address Line 4: Menlo Park, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	TRION - TM
NAME OF SUBMITTER:	Grace Gillen
Signature:	/Grace Gillen/
Date:	10/10/2013

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**Agreement**”) is entered into as of October 10, 2013 by and between LIGHTHOUSE CAPITAL PARTNERS VI, L.P., a Delaware limited partnership (“**Lender**”), and TRION WORLDS, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. 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 and Security Agreement No. 1831 by and between Lender and Grantor dated the September 20, 2010 (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). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the Obligations (as defined in the Loan Agreement) of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 Lender 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 Lender.

3. 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 Lender 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.

4. 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.

5. 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.

6. 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).

[Signature Page Follows.]

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.

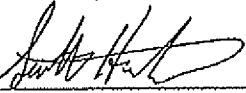
Address of Grantor:

1200 Bridge Parkway
Redwood City, California 94605

Attn: Chief Financial Officer

GRANTOR:

TRION WORLDS, INC.

By: 

Name: Scott

Title: Hartsman

Address of Lender:

3555 Alameda de las Pulgas, Suite 200

Menlo Park, CA 94025

Attn: Contracts Administration

LENDER:

LIGHTHOUSE CAPITAL PARTNERS
VI, L.P.

By: Lighthouse Management Partners VI,
L.L.C., its general partner

By: _____

Name:

Title:

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.

Address of Grantor:

1200 Bridge Parkway
Redwood City, California 94605

Attn: Chief Financial Officer

GRANTOR:

TRION WORLDS, INC.

By: _____

Name:

Title:

Address of Lender:

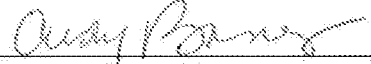
3555 Alameda de las Pulgas, Suite 200
Menlo Park, CA 94025

Attn: Contracts Administration

LENDER:

LIGHTHOUSE CAPITAL PARTNERS
VI, L.P.

By: Lighthouse Management Partners VI,
L.L.C., its general partner

By:  _____

Name:

Cristy Barnes

Title:

Managing Director

TRADEMARK

REEL: 005129 FRAME: 0288

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
END OF NATIONS #1, JANUARY 2012	TX0007467317	December 5, 2011
END OF NATIONS #2, FEBRUARY 2012	TX0007506131	December 23, 2011
END OF NATIONS	TX0007499196	February 7, 2012
END OF NATIONS	TX0007503271	February 27, 2012
RIFT	TX0007483035	February 13, 2012
TELARA CHRONICLES	TX0007243526	November 27, 2010
TELARA CHRONICLES #1, NOVEMBER 2010	TX0007316272	September 27, 2010
TELARA CHRONICLES #4, FEBRUARY 2011	TX0007308570	January 24, 2011
TELARA CHRONICLES	TX0007267213	December 13, 2010

EXHIBIT B

Patents

<u>Description</u>	<u>Jurisdiction</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
WEB CLIENT DATA CONVERSION FOR SYNTHETIC ENVIRONMENT INTERACTION	US	8,214,515	July 3, 2012
WEB CLIENT DATA CONVERSION FOR SYNTHETIC ENVIRONMENT INTERACTION	US	13/479,169	May 23, 2012
A DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	EP	08726517	March 6, 2008
DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	US	11/715,009	March 6, 2007
DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	US	12/075,108	March 6, 2008
DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	US	12/075,109	March 6, 2008
DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	US	12/075,134	March 6, 2008
PERSISTENT SYNTHETIC ENVIRONMENT MESSAGE NOTIFICATION	US	12/259,902	October 28, 2008
SYNTHETIC ENVIRONMENT CHARACTER DATA SHARING	US	12/399,877	March 6, 2009
CROSS-INTERFACE COMMUNICATION	US	12/399,902	March 6, 2009
SYNTHETIC ENVIRONMENT CHARACTER DATA SHARING	US	12/399,903	March 6, 2009
APPARATUS, METHOD, AND COMPUTER READABLE MEDIA TO PERFORM TRANSACTIONS IN ASSOCIATION WITH PARTICIPANTS INTERACTING IN A SYNTHETIC ENVIRONMENT	US	12/504,625	July 16, 2009

SYNTHETIC ENVIRONMENT BROADCASTING	US	12/716,250	March 2, 2010
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EXHIBIT C

Trademarks

<u>Description</u>	<u>Jurisdiction</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DEFIANCE	US	4,385,618	August 13, 2013
STORM LEGION	US	85/616,406	May 3, 2012
STORM LEGION	US	85/616,404	May 3, 2012
STORM LEGION	US	85/616,402	May 3, 2012
PLANETJACKERS	US	85/869,695	March 7, 2013
PLANETJACKERS	US	85/869,689	March 7, 2013
PLANETJACKERS	US	85/869,682	March 7, 2013
RIFT: PLANES OF TELARA	US	85/020,022	April 21, 2010
END OF NATIONS	US	85/293,402	April 12, 2011
TRION WORLDS	US	4,362,998	July 9, 2013
TRION	US	4,362,997	July 9, 2013
DEFIANCE	US	85/275,032	March 23, 2011
RIFT	US	85/192,454	December 7, 2010
TRION WORLDS	US	85/161,450	October 26, 2010
TRION	US	85/161,447	October 26, 2010
STORM LEGIONS	US	85/263,397	March 10, 2011
STORM LEGIONS	US	85/263,360	March 10, 2011
TRION WORLDS	US	85/091,050	July 22, 2010
TRION	US	85/091,045	July 22, 2010
END OF NATIONS	US	4,239,353	November 6, 2012
END OF NATIONS	US	4,222,304	October 9, 2012
RIFT	US	4,211,665	September 18, 2012
RIFT	US	4,183,944	July 31, 2012

RIFT	US	4,183,943	July 31, 2012
STORM LEGION	EC	010889707	October 11, 2012
END OF NATIONS	EC	010297588	March 2, 2012
DEFIANCE	EC	010228187	February 2, 2012
RIFT	EC	010026284	November 8, 2011
TRION WORLDS	EC	009915372	September 27, 2011
TRION WORLDS	EC	009620601	July 5, 2011
TRION	EC	009619966	January 10, 2012
TRION	EC	009620626	April 25, 2012
TRION	EC	00914560	March 22, 2007
ULTIMATE ARMIES	WIPO	01021655	November 13, 2009
TRION	WIPO	0992333	September 26, 2008
TELARA	WIPO	01004506	May 28, 2009
ULTIMATE ARMIES	WIPO	01022406	November 14, 2009
TELARA	WIPO	01004502	May 28, 2009
ULTIMATE ARMIES	WIPO	01022407	November 14, 2009

EXHIBIT D

Mask Works

Description

NONE

Registration/
Application
Number

Registration/
Application
Date