

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:	Silicon Valley Bank
Street Address:	3003 TASMAN DR.
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

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
Serial Number:	85161450	TRION WORLDS

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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: 4048853900
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 4048853770
Email: andrew.regan@troutmansanders.com
Correspondent Name: ANDREW REGAN PHD
Address Line 1: 600 Peachtree St NE
Address Line 2: #5200
Address Line 4: ATLANTA, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	220763.001443
NAME OF SUBMITTER:	ANDREW REGAN PHD
Signature:	/ANDREW REGAN 66970/
Date:	10/15/2013

Total Attachments: 14

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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, a California corporation (“**Bank**”), and TRION WORLDS, INC., a Delaware corporation (“**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 (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 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. 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.

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: _____

GRANTOR:

TRION WORLDS, INC.

By: _____

Name:

Title:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

BANK:

SILICON VALLEY BANK

By:  _____

Name:

Title:

Mike Meier

Director

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

The following **Copyrights** are not registered with the U.S. Copyright Office. They are subject to the **Agreement**:

- 1) End of Nations (software)
- 2) DEFIANCE (software)

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
A DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	AU	20080223321 (Abandoned)	No date given
SHADOW FILE - A DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	AU	20080223396 (Abandoned)	No date given
DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	US	12/075,135 (Abandoned)	March 6, 2008
SHADOW FILE - DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	CA	2679839 (Abandoned)	September 1, 2009
SHADOW FILE - DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	CA	2679838 (Abandoned)	September 1, 2009
A DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	CN	ZL20088000691	October 31, 2012
METHOD FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	CN	ZL20088000698	May 23, 2012
A DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	EP	08726566	No date given
SHADOW FILE - A DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	JP	20090552746 (Abandoned)	No date given
SHADOW FILE - A DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	JP	200905527371 (Abandoned)	No date given

A DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	KR	20097018717	No date given
A DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	KR	20097018718	No date given
A DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	PCT	PCT/US/2008/03055	March 6, 2008
A DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	PCT	PCT/US/2008/03000	March 6, 2008
A DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	RU	2468847	December 10, 2012
A DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	RU	2468431	November 27, 2012
A DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	TW	097107686 (Abandoned)	March 5, 2008
WEB CLIENT DATA CONVERSION FOR SYNTHETIC ENVIRONMENT INTERACTION	US	61/183,038	June 1, 2009
SYNTHETIC ENVIRONMENT BROADCASTING	US	61/183,531	June 2, 2009

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
TRION	CN	9077486	July 7, 2012
TRION	CN	9077485	January 21, 2011
TRION	CN	9026734	September 7, 2011
TRION	CN	9026733	October 7, 2011
TRION	CN	9390101	May 14, 2012
TRION	JP	5434919	August 26, 2011
TRION	JP	5442712	October 7, 2011
TRION	JP	5460843	January 6, 2012
TRION	KR	40942097	November 23, 2012
TRION	KR	41259034	May 15, 2013
TRION	RU	2010742376	December 30, 2010
TRION	RU	459265	April 12, 2012
TRION WORLDS	CN	9077484	July 7, 2012
TRION WORLDS	CN	9077483	January 21, 2011

TRION WORLDS	CN	9077482	January 21, 2011
TRION WORLDS	CN	9077481	January 28, 2012
TRION WORLDS	CN	9390100	May 14, 2012
TRION WORLDS	JP	5460842	January 6, 2012
TRION WORLDS	KR	4543697	February 20, 2013
TRION WORLDS	KR	41201111318	April 21, 2011
TRION WORLDS	RU	2010742378	December 30, 2010
TRION WORLDS	RU	459235	April 12, 2012
DEFIANCE	AU	1445538	February 25, 2013
DEFIANCE	NZ	848448	February 29, 2012
END OF NATIONS	BR	831239891	October 10, 2011
END OF NATIONS	BR	831239905	October 10, 2011
END OF NATIONS	CN	10040294	January 14, 2013
END OF NATIONS	CN	10040293	February 21, 2013
END OF NATIONS	KR	40926766	July 10, 2012
END OF NATIONS	RU	478379	January 15, 2013
END OF NATIONS	TR	201177225	November 29, 2012
RIFT	CN	9560764	July 7, 2012
RIFT	CN	9560763	July 7, 2012
RIFT	CN	9560765	July 7, 2012
RIFT	KR	4541028	August 8, 2012
RIFT	RU	468709	August 17, 2012
(Korean symbol)	KR	4542638	December 7, 2012
STORM LEGION	AU	1491003	December 10, 2012
STORM LEGION	CN	11035876	June 7, 2012
STORM LEGION	CN	11035875	June 7, 2012
STORM LEGION	CN	11035874	June 7, 2012
STORM LEGION	KR	4520122532	May 16, 2012
STORM LEGION	NZ	958902	May 3, 2012
STORM LEGION	RU	2012716284	May 21, 2012

STORM LEGION	TW	1571628	March 16, 2013
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EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		