

FORM PTO-1594
 COMMERCE
 (Rev. 07/05)
 OMB No. 0651-0027 (exp. 06/30/2008)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF
 United States Patent and Trademark Office

TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

TINYCO, INC.
 225 Bush Street, Suite 1900
 San Francisco, CA 94104

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: DE
 Other

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): January 27, 2014

- Assignment Merger
 Security Agreement Change of Name

Other : Release

2. Name and address of receiving party(ies):

Additional name(s) of conveying parties attached? Yes No

Name: Silicon Valley Bank

Internal Address:

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Country: USA

Zip: 95054

- Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship : United States, DE
 Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

85562658 85571702 85676438

85571568 85571714 85746134

85571618 85571723

85571670 85571748

B. Trademark Registration No.(s)

4,225,754

4,229,811

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: UCC Direct Services

Internal Address: Attn: 14080632

Street Address: 187 Wolf Road, Suite 101

City: Albany State: NY ZIP: 12205

Phone Number: 1-800-342-3676 X 4065

Fax Number: 1-800-962-7049

Email Address: cjs-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$315.00

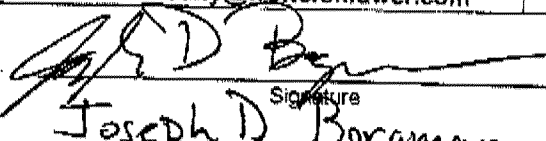
- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0974
 Expiration Date 3-17

b. Deposit Account Number
 Authorized User Name

9. Signature


 Signature
 Joseph D. Borgman
 Name of Person Signing

1-28-14

Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

OP \$315.00 8556265

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the October 18, 2013 by and between SILICON VALLEY BANK ("Bank") and TINYCO, INC. ("Grantor").

RECITALS

A. Bank has made or will make certain advances of money and extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain 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). Under the Loan Agreement, Grantor has granted to Bank a security interest in certain copyrights, trademarks, patents, and mask works 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

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 (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B, C, and D hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

TRADEMARK

REEL: 005209 FRAME: 0455

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

Address of Grantor:

225 Bush Street, Suite 1600
San Francisco, CA 94104
Attn: _____

Address of Bank:

3003 Tasman Drive
Santa Clara, California 95054
Attn: Matt Trotter

GRANTOR:

TINYCO, INC.

By: Suleman Ali
Title: President

BANK:

SILICON VALLEY BANK

By: _____
Title: _____

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

Address of Grantor:

1 Bush Street, Suite 700
San Francisco, CA 94104
Attn: _____

GRANTOR:

TINYCO, INC.

By: _____
Title: _____

Address of Bank:

5005 Tassan Drive
Santa Clara, California 95054
Attn: Matt Trotter

BANK:

SILICON VALLEY BANK

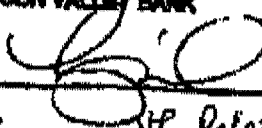
By: 
Title: VP, Relationship Manager

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Tiny Monsters	10/16/12	4,225,754
Tiny Pets	10/23/12	4,229,811

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
TinyCo	03/07/12	85582658
Tiny Chef	03/16/12	85571568
Tiny Zoo	03/16/12	85571618
Tiny Zoo Friends	03/16/12	85571670
Tiny Village	03/16/12	85571702
VIP Poker	03/16/12	85571714
Tiny Nightclub	03/16/12	85571723
Tap Resort Party	03/16/12	85571748
Guess!	07/13/12	85676438
Spellstorm	10/04/12	85746134

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date