

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
Tinyco, Inc.		02/11/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Pinnacle Ventures, L.L.C.
Street Address:	1600 El Camino Real, Suite 250
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4225754	TINY MONSTERS
Registration Number:	4229811	TINY PETS
Serial Number:	85562658	TINYCO
Serial Number:	85571568	TINY CHEF
Serial Number:	85571618	TINY ZOO
Serial Number:	85571670	TINY ZOO FRIENDS
Serial Number:	85571702	TINY VILLAGE
Serial Number:	85571714	VIP POKER
Serial Number:	85571723	TINY NIGHTCLUB
Serial Number:	85571748	TAP RESORT PARTY
Serial Number:	85676438	GUESS!
Serial Number:	85746134	SPELLSTORM

CORRESPONDENCE DATA

Fax Number: 6504936811

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

Phone: 650-461-6125

Email: qlu@wsgr.com

Correspondent Name: WSGR, c/o Qui Lu

Address Line 1: 650 Page Mill Road

Address Line 2: FH2-1 P12

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	30897.067
NAME OF SUBMITTER:	Qui Lu
Signature:	/s/ Qui Lu
Date:	02/11/2014

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the February 11, 2014 by and between TINYCO, INC., a Delaware corporation ("Grantor") in favor of PINNACLE VENTURES, L.L.C ("Secured Party") as agent for the lenders party to the Loan Agreement (as defined below).

RECITALS

A. Lenders have 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 among Grantor, Secured Party and the lenders party thereto dated as of January 25, 2013 (as the same may be amended, restated, 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 Secured Party 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 Secured Party 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 Secured Party 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 Secured Party under the Loan Agreement. The rights and remedies of Secured Party 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 Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party 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 Secured Party 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 Secured Party, of any or all other rights, powers or remedies.

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:

225 Bush Street, Suite 1900
San Francisco, CA 94104
Attn: _____

GRANTOR:

TINYCO, INC.

By: Suleman Ali
Name: Suleman Ali
Title: President

Address of Secured Party:

1600 El Camino Real, Suite 250
Menlo Park, CA 94025
Attn: Robert N. Savoie

SECURED PARTY:

PINNACLE VENTURES, L.L.C.

By: _____
Name: Robert N. Savoie
Title: Chief Operating Officer

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:

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

GRANTOR:

TINYCO, INC.

By: _____

Name: _____

Title: _____

Address of Secured Party:

1600 El Camino Real, Suite 250
Menlo Park, CA 94025
Attn: Robert N. Savoie

SECURED PARTY:

PINNACLE VENTURES, L.L.C.

By: *Robert N. Savoie*

Name: Robert N. Savoie

Title: Chief Operating Officer

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Date</u>	<u>Registration/Application Number</u>
Tiny Monsters	10/16/12	4225754
Tiny Pets	10/23/12	4229811
TinyCo	03/07/12	85562658
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