

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316385

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wynit Distribution, LLC		07/09/2014	LIMITED LIABILITY COMPANY: NEW YORK
WD Navarre Holdings, LLC		07/09/2014	LIMITED LIABILITY COMPANY: NEW YORK
WD Encore Software, LLC		07/09/2014	LIMITED LIABILITY COMPANY: NEW YORK
WD Navarre Digital Services, LLC		07/09/2014	LIMITED LIABILITY COMPANY: NEW YORK
WD Navarre Distribution, LLC		07/09/2014	LIMITED LIABILITY COMPANY: NEW YORK
WD Navarre Canada, ULC		07/09/2014	Nova Scotia unlimited company: CANADA
Wynit Holdings, Inc.		07/09/2014	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Keybank National Association		
<b>Street Address:</b>	127 Public Square		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 36</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3037412	WYNIT WE DISTRIBUTE	
<b>Registration Number:</b>	3267231	WYNIT WE DISTRIBUTE	
<b>Registration Number:</b>	3267207	WYNIT	
<b>Registration Number:</b>	3459429	NAVARRE	
<b>Registration Number:</b>	3535430	NAVARRE	
<b>Registration Number:</b>	3437863	NAVARRE	
<b>Registration Number:</b>	3442455	NAVARRE	
<b>Registration Number:</b>	3459430	NAVARRE	
<b>Registration Number:</b>	3535431	NAVARRE	
<b>Registration Number:</b>	3301629	ENCORE	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	3047491	ENCORE A NAVARRE CORPORATION COMPANY
Registration Number:	2007914	ENCORE SOFTWARE
Registration Number:	2387498	HIGH SCHOOL ADVANTAGE
Registration Number:	4051841	ELEMENTARY ADVANTAGE
Registration Number:	3965917	ADVANTAGE
Registration Number:	3965916	ADVANTAGE
Registration Number:	3875640	FUN & SKILLS PACK
Registration Number:	3962551	PRECISIONPOINT
Registration Number:	3403333	PROFESSOR FUJI'S KAKURO
Registration Number:	2374704	SLOT CITY
Registration Number:	3680823	NEXGEN
Registration Number:	3588093	SHARK
Registration Number:	3473499	3D CUSTOM WORKSHOP
Registration Number:	3367945	TECHNOLOGY THAT THINKS AS YOU DRAW
Registration Number:	3364472	PUNCH! SOFTWARE
Registration Number:	3493247	LOGICCURSOR
Registration Number:	3477275	DESIGN UNLIMITED
Registration Number:	3344894	VIACAD
Registration Number:	1862392	3D HOME ARCHITECT
Registration Number:	2772758	ARCHITECTURAL SERIES
Registration Number:	2828101	MASTER LANDSCAPE & HOME DESIGN
Registration Number:	2285409	PUNCH! SOFTWARE
Registration Number:	3367137	PUNCH! UNIVERSITY
Registration Number:	2252216	REALMODEL
Registration Number:	4239999	MYSTERY MASTERS
Registration Number:	3578805	VIVA MEDIA

**CORRESPONDENCE DATA**

Fax Number: 2163485474

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 216-348-5420

Email: abaiers@mcdonaldhopkins.com

Correspondent Name: Amanda L. Baiers c/o McDonald Hopkins

Address Line 1: 600 Superior Ave., E., Ste. 2100

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 22795-00149

NAME OF SUBMITTER: Amanda L. Baiers

SIGNATURE: /Amanda L. Baiers/

DATE SIGNED: 09/09/2014

**TRADEMARK**

REEL: 005359 FRAME: 0050

**Total Attachments: 21**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of July 9, 2014, by **WYNIT DISTRIBUTION, LLC**, a New York limited liability company, **WD NAVARRE HOLDINGS, LLC**, a New York limited liability company, **WD ENCORE SOFTWARE, LLC**, a New York limited liability company, **WD NAVARRE DIGITAL SERVICES, LLC**, a New York limited liability company, **WD NAVARRE DISTRIBUTION, LLC**, a New York limited liability company, **WD NAVARRE CANADA, ULC**, a Nova Scotia unlimited company, and **WYNIT HOLDINGS, INC.**, a New York corporation (collectively, the "Pledgor"), and delivered to **KEYBANK NATIONAL ASSOCIATION**, a national banking association, in its capacity as administrative agent ("Agent").

### BACKGROUND

A. This Agreement is being executed in connection with that certain Credit Agreement dated November 2, 2012, by and among Pledgor, such other lenders that are or may from time to time become parties thereto (collectively with the Agent, the "Lenders") and Agent (as amended, and as may be further amended, supplemented, restated, superseded or replaced from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Pledgor has adopted, used and is using (or has filed applications for the registration of) the patents, patent rights and patent applications (collectively, the "Patents"); trademarks, service marks, trade names, service trademark applications and service trade names (collectively, "Trademarks"); copyrights and copyright applications and licenses (collectively, the "Copyrights"), all as listed on Schedule A attached hereto and made part hereof (all such Patents, Trademarks Copyrights, along with associated goodwill relating thereto, hereinafter referred to as the "Assets").

C. Pursuant to this Agreement, Agent is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Pledgor associated therewith and represented thereby, as security for all of the Obligations under the Loan Documents (as defined below) and desires to have its security interest in the Assets confirmed by a document in such form that it may be recorded in the United States Patent and Trademark Office, United States Copyright Office, or other relevant office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Loan Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations under the Loan Documents, Pledgor grants a lien and security interest to Agent, for the benefit of the Lenders, in all of its present and future right, title and interest in and to the Assets, including without limitation, the

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goodwill of Pledgor associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements and the proceeds thereof, including, without limitation, all royalties, licensing fees and the like along with all proceeds of infringement suits. Pledgor hereby authorizes Agent to file a copy of this Agreement in the United States Patent and Trademark Office, the United States Copyright Office, and with any appropriately empowered officials of foreign countries necessary to perfect Lenders' security interest in the Assets as set forth herein.

2. Pledgor hereby covenants and agrees to maintain the registered Patents, Trademarks and Copyrights that are material to the operations of the Pledgor's business in full force and effect until all of the Obligations are indefeasibly paid and satisfied in full.

3. Pledgor represents warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) To Pledgor's knowledge, each of the Assets is valid and enforceable;

(c) Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses (other than those disclosed to Agent) and covenants by Pledgor not to sue third persons;

(d) Pledgor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Pledgor has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §1051-1127, 17 U.S.C. §101, et seq., 35 U.S.C. §101 et seq. and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) Each of the Assets listed on Schedule A constitute all of the registrations and applications now owned by Pledgor. If, before all Obligations have been indefeasibly paid and satisfied in full, Pledgor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names or copyrights or licenses or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the Assets. From time to time upon Agent's request, Pledgor shall provide Agent and Agent's counsel with an amended Schedule listing Pledgor's Assets in form and substance reasonably satisfactory to Agent.

4. Pledgor further covenants that until all of the Obligations have been indefeasibly paid and satisfied in full, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Pledgor's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

5. So long as an Event of Default has not occurred and is not continuing under the Loan Agreement, Pledgor shall continue to have the exclusive right to use the Assets, and neither Agent nor the Lenders shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Pledgor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets, provided such sale, license or grant is material to the operation of Pledgor's business, without prior written consent of Agent, which consent will not be unreasonably withheld or delayed.

7. Upon the occurrence and continuance of an Event of Default under the Loan Agreement, Pledgor hereby covenants and agrees that Agent, as the holder (for the benefit of the Lenders) of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of New York, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. Upon the occurrence and continuance of an Event of Default under the Loan Agreement, Pledgor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or as necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a assignment in the form attached hereto as Exhibit 1. Pledgor hereby authorizes Agent to file a copy of such assignment in the United States Patent and Trademark Office, the United States Copyright Office, and with any appropriately empowered officials of foreign countries necessary to evidence Agent and the Lenders' interest in the Assets as set forth herein. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all the Obligations are indefeasibly paid and satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

9. All rights and remedies herein granted to Agent and the Lenders shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Documents, the language of the Loan Documents shall control.

10. Upon the full and unconditional satisfaction of all of the Obligations under the Loan Documents, Agent shall execute and deliver to Pledgor all documents reasonably necessary to terminate Agent's security interest in the Assets.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Agent's and/or the Lenders' rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Pledgor on demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Documents, Pledgor shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until all of the Obligations shall have been indefeasibly paid and satisfied in full, to preserve and maintain all rights in the Assets, and upon request of Agent, Pledgor shall make federal application on registerable but unregistered patents, trademarks, copyrights or licenses belonging to Pledgor. Any expenses incurred in connection with such applications shall be borne by Pledgor. Pledgor shall not abandon any registered patent, Trademark or Copyright material to the operations of the Pledgor's business without the prior written consent of Agent.

13. Pledgor shall have the right to bring suit in its own name to enforce the Assets, in which event Agent or the Lenders may, if Pledgor reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that Agent is not thereby incurring any risk of liability because of such joinder. Pledgor shall promptly, upon demand, reimburse and indemnify Agent and/or the Lenders for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence and continuance of an Event of Default under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of Pledgor hereunder, in Pledgor's name or in Agent's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent in full for all costs and expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Assets.

15. No course of dealing between Pledgor, Agent and the Lenders, nor any failure to exercise, nor any delay in exercising on the part of Agent or the Lenders any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's and the Lender's rights and remedies with respect to the Assets, whether established hereby, by the Loan Documents or

by any other future agreements between Pledgor and Agent or the Lenders or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the State of New York without regard to its otherwise applicable principles of conflicts of laws.

19. **PLEDGOR, AGENT, AND THE LENDERS EACH WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS.**

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IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement the day and year first above written.

**WYNIT DISTRIBUTION, LLC,**  
a New York limited liability company

By:   
Randy Saputo, Chief Financial Officer

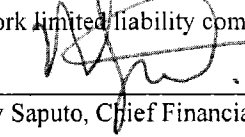
**WD NAVARRE HOLDINGS, LLC,**  
a New York limited liability company

By:   
Randy Saputo, Chief Financial Officer

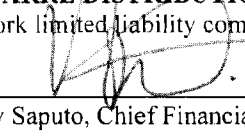
**WD ENCORE SOFTWARE, LLC,**  
a New York limited liability company

By:   
Randy Saputo, Chief Financial Officer

**WD NAVARRE DIGITAL SERVICES, LLC,**  
a New York limited liability company

By:   
Randy Saputo, Chief Financial Officer

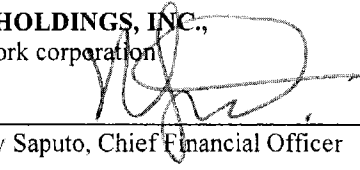
**WD NAVARRE DISTRIBUTION, LLC,**  
a New York limited liability company

By:   
Randy Saputo, Chief Financial Officer

**WD NAVARRE CANADA, ULC**  
a Nova Scotia unlimited company

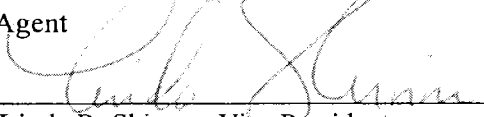
By:   
Randy Saputo, Chief Financial Officer

**WYNIT HOLDINGS, INC.,**  
a New York corporation

By:   
Randy Saputo, Chief Financial Officer

Approved and accepted:

**KEYBANK NATIONAL ASSOCIATION,**  
as Agent

By:   
Linda R. Skinner, Vice President

Agent's Signature Page to Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 005359 FRAME: 0058**

**SCHEDULE A  
INTELLECTUAL PROPERTY**

**TRADEMARKS, TRADE NAME AND SERVICE MARKS:**

The following are registered trademarks, trade name and service marks of **WYNIT Distribution, LLC**:

<u>Name</u>	<u>Country</u>	<u>Registration Number</u>	<u>Record Owner</u>
“WYNIT WE DISTRIBUTE,” stylized form	USA	3037412	WYNIT Distribution, LLC
“WYNIT WE DISTRIBUTE” & Design	USA	3267231	WYNIT Distribution, LLC
“WYNIT”, standard character mark	USA	3267207	WYNIT Distribution, LLC

The following are registered trademarks, trade name and service marks of **Speed Commerce, Inc.** being acquired by **WD Navarre Holdings, LLC**:

<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>Application/ Registration Date</b>
CAN	NAVARRE	1296877– TMA793956	4/6/2006
CAN	NAVARRE (Stylized)	1296878– TMA793957	4/6/2006
CAN	ENCORE SOFTWARE	1080442- TMA577205	03/10/2003
CAN	ENCORE EDUCATION	1080270– TMA569093	10/18/2002
CAN	ENCORE EDUCATION	1080271– TMA569585	10/24/2002
CAN	ENCORE A NAVARRE CORPORATION COMPANY	1378081– TMA756935	01/13/2010
CAN	ENCORE SOFTWARE	1080451– TMA569560	10/24/2002
US	NAVARRE	78/728,457 - 3459429	10/6/2005 – 7/1/2008
US	NAVARRE	78/728,453 - 3535430	10/6/2005 – 11/18/2008
US	NAVARRE	78/728,454 - 3437863	10/6/2005 – 5/27/2008
US	NAVARRE (Stylized)	78/728,464 - 3442455	10/6/2005 – 6/3/2008
US	NAVARRE (Stylized)	78/728,459 - 3459430	10/6/2005 – 7/1/2008

US	NAVARRE (Stylized)	78/728,462 - 3535431	10/6/2005 – 11/18/2008
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The following are registered trademarks, trade name and service marks of **Encore Software, Inc.** being acquired by **WD Navarre Holdings, LLC**:

Country	Mark	Application/ Registration No.	Application/ Registration Date
US	ENCORE	78/197,016 - 3301629	12/20/2002– 10/2/2007
US	ENCORE A NAVARRE CORPORATION COMPANY(Stylized)	76/563,730 - 3047491	11/24/2003- 1/24/2006
US	ENCORE SOFTWARE	74/700,386 - 2007914	7/12/1995– 10/15/1996
US	HIGH SCHOOL ADVANTAGE	75/725,427 - 2387498	7/06/1999– 9/19/2000
AUS	ENCORE SOFTWARE	855193 - 855193	10/27/2000– 9/17/2001
CAN	FUN & SKILLS PACK	1489017– TMA802815	07/22/2011
US	ELEMENTARY ADVANTAGE	85/140,975 – 4051841	09/29/2010– 11/08/2011
US	ADVANTAGE	85/137,225 – 3965917	09/24/2010– 05/24/2011
US	ADVANTAGE	85/137,223 - 3965916	09/24/2010– 05/24/2011
US	FUN & SKILLS PACK	77/839,661 - 3875640	10/01/2009– 11/16/2010
US	PRECISIONPOINT	77/816,215 - 3962551	08/31/2009– 05/17/2011
US	PROFESSOR FUJI'S KAKURO	78/825,300 - 3403333	02/08/2006– 03/25/2008
US	SLOT CITY	75/654,870 – 2374704	03/14/1999–

			08/08/2000
US	NEXGEN	77/446,265 – 3680823	04/11/2008– 09/08/2009
US	SHARK	77/263,073 – 3588093	08/23/2007– 03/10/2009
US	3D CUSTOM WORKSHOP	77/249,904 - 3473499	08/08/2007– 07/22/2008
US	TECHNOLOGY THAT THINKS AS YOU DRAW	77/115,007 - 3367945	02/23/2007– 01/15/2008
US	PUNCH! SOFTWARE & Design	77/083,206 – 3364472	01/15/2007– 01/08/2008
US	LOGICCURSOR	77/082,034 - 3493247	01/12/2007– 08/26/2008
US	DESIGN UNLIMITED	77/058,221 - 3477275	12/06/2006– 07/29/2008
US	VIACAD	77/051,343 - 3344894	11/27/2006– 11/27/2007
US	3D HOME ARCHITECT	74/464,470 - 1862392	02/01/1993– 01/15/1994
US	ARCHITECTURAL SERIES	78/144,584 - 2772758	07/17/2002– 10/07/2003
US	MASTER LANDSCAPE & HOME DESIGN	78/251,745 – 2828101	09/19/2003– 03/30/2004
US	PUNCH! SOFTWARE	75/557,004 - 2285409	09/23/1998– 10/12/1999
US	PUNCH! UNIVERSITY	78/919,820 - 3367137	06/29/2006– 01/08/2008
US	REALMODEL	75/557,005 – 2252216	09/23/1998– 01/08/1999

The following are registered trademarks, trade name and service marks of **Viva Media, Inc.** being acquired by **WD Navarre Holdings, LLC**:

Country	Mark	Application/ Registration No.	Application/ Registration Date
US	MYSTERY MASTERS	85/057,524 - 4239999	01/08/2010– 11/13/2012
US	VIVA MEDIA	77/366,153 – 3578805	01/08/2008– 02/24/2009

**COPYRIGHTS:**

The following are registered copyrights of **Encore Software, Inc.** being acquired by **WD Navarre Holdings, LLC**:

COPYRIGHT	REGISTRATION NUMBER	DATE
Hoyle Puzzle A Board 2011	TX0007263234	11/26/10
CADD Pro user manual	TX0006059071	09/08/04
CADD Pro software & interfaces	TX0006037788	09/08/04
Home design complete	TX0005917849	04/14/04
Super home suite	TX0005945216	04/16/04
5 in a home design	TX0005917845	04/16/04
Professional Home Design suite	TX0005926219	04/16/04
Professional home design suite platinum	TX0005926175	04/16/04
Master Landscape & home design	TX0005926235	04/13/04
Home design Architectural Series 18	TX0005926788	04/16/04
Home design architectural	TX0005917846	04/16/04
Ultimate deck & landscape	TX0005917848	04/17/04
Master Landscape Pro & home design: 12 integrated	TX0005926253	04/13/04

<b>COPYRIGHT</b>	<b>REGISTRATION NUMBER</b>	<b>DATE</b>
programs that work as one		
3D Home Design Suite Deluxe 4.0	TX0005601112	08/30/02
Personal Home Inventory V 3.0 Vols 1-2	TX0004332739	07/16/96

The following are registered copyrights of **Viva Media, Inc.** being acquired by **WD Navarre Holdings, LLC**:

Crazy Machines Golden Gears (software)
Back to the Shop Add-on to Crazy Machines II (software)
Liquid Force Add-on to Crazy Machines II (software)
Time Travel Add-on to Crazy Machines II (software)
Happy New Year Add-on to Crazy Machines II (software)
Halloween Add-on to Crazy Machines II (software)
Invaders from Space Add-on to Crazy Machines II (software)
Invaders from Space – Second Wave Add-on to Crazy Machines II (software)
Crazy Machines (Mac Appstore version), including Inventor’s Workshop lab and New Challenges lab (software)

The following is a list of any domain names used by or registered to **WYNIT Distribution, LLC** or **Controlling Member**:

<u>Loan Party/Registrant</u>	<u>Domain Name</u>	<u>Registrar</u>	<u>Expiration Date</u>
WYNIT Distribution, LLC	buywynit.com	Network Solutions, Inc.	3/17/16
	WYNIT.com	Network Solutions, Inc.	5/23/33
	WYNITVideo.com	Network Solutions, Inc.	9/11/29
	WYNIT.net	Network Solutions,	10/25/29

		Inc.	
	Hamausa.biz	Network Solutions, Inc.	10/29/15
	Hamausa.co	Network Solutions, Inc.	10/29/15
	Hamausa.com	Network Solutions, Inc.	8/13/17
	Hamausa.info	Network Solutions, Inc.	10/29/15
	Hamausa.mobi	Network Solutions, Inc.	10/29/15
	Hamausa.net	Network Solutions, Inc.	10/29/15
	Hamausa.org	Network Solutions, Inc.	10/29/15
	WYNIT.co	Network Solutions, Inc.	2/7/16
	WYNIT.info	Network Solutions, Inc.	10/31/29
	WYNIT.mobi	Network Solutions, Inc.	2/7/16
	WYNIT.net	Network Solutions, Inc.	10/25/29
	WYNIT.xxx	Network Solutions, Inc.	2/7/16
	WYNITlogistics.com	Network Solutions, Inc.	9/12/16
	WYNITlogistics.info	Network Solutions, Inc.	4/8/15
	WYNITlogistics.net	Network Solutions, Inc.	9/12/16
	WYNITlogistics.org	Network Solutions, Inc.	9/12/16
	WYNIToutdoor.com	Network Solutions, Inc.	3/7/29
	WYNITvideo.com	Network Solutions, Inc.	9/12/29

The following is a list of any domain names used by or registered to **Speed Commerce, Inc.** or **Encore Software, Inc.** being acquired by **WD Navarre Holdings, LLC**:



Speed Commerce, Inc.	Navarre.com	08/15/2023
Speed Commerce, Inc.	Navarredigitalservices.com	09/30/2016
Speed Commerce, Inc.	Navarredistribution.com	02/12/2015
Speed Commerce, Inc.	Navarredistributionservices.com	02/12/2015
Speed Commerce, Inc.	Esd-software.com	02/11/2017
Encore Software	Viva-media.com	11/27/2014
Encore Software	Punchcad.com	11/08/2014
Encore Software	Punchsoftware.com	05/19/2015
Encore Software	Encore.com	09/15/2014
Speed Commerce, Inc.	Navarredigitalservices.info	4/9/2015
Encore Software	3dhaonline.com	01/07/2015
Encore software	3dhomedesign.com	02/07/2015
Encore Software	3dhomedesignonline.com	05/07/2015
Encore Software	Brainfoodgames.com	11/07/2014
Encore Software	Calendar-creator.com	07/14/2014
Encore Software	Calendarcreatoronline.com	03/26/2015
Encore Software	Cheapestmanintheworld.com	09/22/2014
Encore Software	Clickartonline.com	06/13/2015
Encore Software	Crazymachinesgame.com	02/25/2016
Encore Software	Crazymachinesgoldengears.com	08/06/2016
Encore Software	Defconthegame.com	03/03/2015
Encore Software	Diyhomedesign.com	07/13/2014
Encore Software	Elementaryadvantage.com	04/05/2015
Encore Software	Elementaryadvantage.net	04/05/2015
Encore Software	Encore-inc.biz	11/07/2014
Encore Software	Encoreadvantage.com	09/14/2014
Encore Software	encoreblog.com	02/26/2015
Encore Software	encoreeurope.com	01/08/2015
Encore Software	encoreinc.biz	11/07/2014
Encore Software	encoresoftware.com	07/28/2014
Encore Software	encoresoftware.net	11/23/2014
Encore Software	encoreusa.com	07/01/2015
Encore Software	encoureusa.com	11/30/2014
Encore Software	freeencore.com	02/06/2015
Encore Software	funandskills.com	09/21/2014
Encore Software	highschooladvantage.net	04/05/2015
Encore Software	housebeautifulsoftware.com	05/07/2015
Encore Software	hoylegamesonline.com	01/06/2015
Encore Software	hoylegamesonline.net	01/06/2015
Encore Software	hoylegaming.net	01/06/2015
Encore Software	interior59.com	06/15/2015
Punch Software	interiorhomedesignsuite.us	09/20/2014
Encore Software	interiors59.com	06/15/2015
Encore Software	Jewelcasegames.com	06/08/2015
Encore Software	kidpixextreme.com	08/15/2014

Encore Software	kingofcheapgames.com	06/15/2015
Encore Software	landscapeandpatiodesign.com	04/02/2015
Encore Software	magnumgames.com	12/25/2014
Encore Software	mathadvantage.com	03/05/2015
Encore Software	mavisbeaconteachestyping.com	03/04/2015
Encore Software	MavisBeaconTeachesTyping.net	05/21/2015
Encore Software	MavisBeaconTyping.net	05/21/2015
Encore Software	mediashopringplus.com	06/06/2015
Encore Software	middleschooladvantage.com	09/21/2014
Encore Software	middleschooladvantage.net	04/05/2015
Encore Software	mystery-masters.com	09/22/2016
Encore Software	mysteryadventuregames.com	03/29/2015
Encore Software	play2wingames.com	09/21/2014
Encore Software	playhoyle.com	12/21/2014
Encore Software	printmaster19.com	02/27/2015
Encore Software	printmasterpack.com	08/06/2014
Encore Software	printmasterpacks.com	08/06/2014
Encore Software	printmastersweepstake.com	07/16/2014
Encore Software	printmastersweepstakes.com	07/16/2014
Encore Software	printshoppacks.com	12/13/2014
Encore Software	printyourproject.com	02/25/2015
Encore Software	printyourprojects.com	02/25/2015
Encore Software	punch-software.com	11/09/2014
Encore Software	punch58.com	03/09/2015
Encore Software	punch59.com	12/15/2014
Encore Software	punchaffiliates.com	09/30/2014
Encore Software	punchcad.com	11/08/2014
Encore Software	punchhomedesign.com	12/7/2014
Encore Software	punchinteriorhomedesign.com	09/21/2014
Punch Software	punchinteriorhomedesign.us	09/20/2014
Encore Software	punchinteriors.com	09/21/2014
Punch Software	punchinteriors.us	09/20/2014
Encore Software	punchpowertools.com	09/30/2014
Encore Software	punchregistration.com	10/04/2014
Punch Software	punchsoftware.biz	11/08/2014
Punch Software	punchsoftware.co.uk	2/5/2015
Encore Software	punchsoftware.info	11/09/2014
Encore Software	punchsoftware.net	11/10/2014
Encore Software	punchsoftware.org	11/10/2014
Encore Software	punchsoftware.tv	11/09/2014
Encore Software	punchsoftwarestore.com	09/30/2014
Encore Software	punchsoftwaresucks.com	02/01/2015
Encore Software	punchsoftwaresux.com	02/01/2015
Encore Software	punchuniversity.com	10/22/2014
Encore Software	slots-store.com	05/29/2015

Encore Software	storecardwallet.com	02/16/2015
Encore Software	vegasfever.com	07/05/2014
Encore Software	webchest.com	11/28/2014
Encore Software	weekendprojectsoftware.com	09/08/2015
Punch Software	decorate-3d.com	01/19/2015
Punch Software	renovate3d.com	01/19/2015
Punch Software	Punchsoftware.us	08/25/2015

**EXHIBIT 1**

PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES ASSIGNMENT

WHEREAS, \_\_\_\_\_ (“Grantor”) is the registered owner of the patents, patent rights, and patent applications, trademarks, service marks, trade names, service trademark applications and service trade names, copyrights and copyright applications and licenses listed on **Schedule A** attached hereto and made a part hereof (“Assets”), which are registered in the United States Patent and Trademark Office, United States Copyright Office, or other appropriately empowered officials of foreign countries, respectively; and

WHEREAS, \_\_\_\_\_ (“Grantee”), having a place of business at \_\_\_\_\_, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment to be executed as of the \_\_\_ day of \_\_\_\_\_ .

\_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-fact

Witness:

**CORPORATE ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF : S.S.  
COUNTY OF :

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me, a Notary Public for the said County and State, personally appeared \_\_\_\_\_ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of \_\_\_\_\_ and s/he acknowledged to me that s/he executed the foregoing Intellectual Property Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

## POWER OF ATTORNEY

**WYNIT DISTRIBUTION, LLC**, a New York limited liability company, **WD NAVARRE HOLDINGS, LLC**, a New York limited liability company, **WD ENCORE SOFTWARE, LLC**, a New York limited liability company, **WD NAVARRE DIGITAL SERVICES, LLC**, a New York limited liability company, **WD NAVARRE DISTRIBUTION, LLC**, a New York limited liability company, **WD NAVARRE CANADA, ULC**, a Nova Scotia unlimited company, and **WYNIT HOLDINGS, INC.**, a New York corporation (collectively, the "Grantor"), hereby authorizes **KEYBANK NATIONAL ASSOCIATION**, a national banking association, as agent ("Grantee"), as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Intellectual Property Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Patent Agreement"), including, without limitation, the power to use the Assets (as defined in the Patent Agreement) and listed on **Schedule A** attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Patent Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Credit Agreement dated November 2, 2012, between Grantor and Grantee, as amended, and as such document may be further supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Patent Agreement.

This Power of Attorney shall be irrevocable for the life of the Patent Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**WYNIT DISTRIBUTION, LLC**

a New York limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WD NAVARRE HOLDINGS, LLC**

a New York limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WD ENCORE SOFTWARE, LLC**

a New York limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WD NAVARRE DIGITAL SERVICES, LLC**

a New York limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WD NAVARRE DISTRIBUTION, LLC**

a New York limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WD NAVARRE CANADA, ULC**

a Nova Scotia unlimited company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WYNIT HOLDINGS, INC.**

a New York corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

UNITED STATES OF AMERICA :

STATE OF \_\_\_\_\_ : SS

COUNTY OF \_\_\_\_\_ :

Acknowledged before me on this \_\_\_\_ of \_\_\_\_\_ 20\_\_, before me personally appeared \_\_\_\_\_, to me known and being duly sworn, deposes and says that s/he is the \_\_\_\_\_ of \_\_\_\_\_, a New York limited liability company, a Grantor described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in him/her by law; that the within Power of Attorney is the voluntary act of such company; and s/he desires the same to be recorded as such.

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_