

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323346

<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>
Big Fish Games, Inc.		03/06/2014	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86239235	BIG FISH CASINO	
<b>Serial Number:</b>	86204088	BIG FISH CRAPS	
<b>Serial Number:</b>	86239215	FAIRWAY SOLITAIRE BLAST	
<b>Serial Number:</b>	86193485	FETCH	
<b>Serial Number:</b>	86276405	MAHJONG PANDA MONIUM	
<b>Serial Number:</b>	86203716	MIDNIGHT CASTLE	
<b>Serial Number:</b>	86398603	DUNGEON BOSS	
<b>Serial Number:</b>	86396842	WANDERLAND	
<b>Serial Number:</b>	86396836	SIR-MATCH-A-LOT	
<b>Serial Number:</b>	86396834	FREE THE WITCH	
<b>Serial Number:</b>	86396829	WITCH SWITCH	
<b>Serial Number:</b>	86396825	PACHINKO POP	
<b>Serial Number:</b>	86396446	GREEK GEMS	
<b>Serial Number:</b>	86389352	GUMMY DROP!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
<i>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.</i>			
<b>Phone:</b>	858-677-1400		
<b>TRADEMARK</b>			

CH \$365.00 86239235

**Email:** susan.reynholds@dlapiper.com  
**Correspondent Name:** DLA Piper LLP (US)  
**Address Line 1:** 4365 Executive Drive, Suite 1100  
**Address Line 4:** San Diego, CALIFORNIA 92121

**ATTORNEY DOCKET NUMBER:** 354271-470

**NAME OF SUBMITTER:** Troy Zander

**SIGNATURE:** /s/ Troy Zander

**DATE SIGNED:** 11/14/2014

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of March 6, 2014 by and between SILICON VALLEY BANK ("Bank") and BIG FISH GAMES, INC. ("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 Loan and Security Agreement by and between Bank and Grantor dated as of March 6, 2014 (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 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. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. 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.

5. 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.

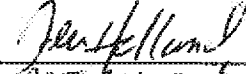
6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. 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 Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

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.

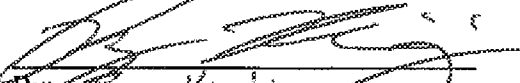
GRANTOR:

BIG FISH GAMES, INC.

By:   
Title: PRESIDENT / CEO

BANK:

SILICON VALLEY BANK

  
By: Evan Kutschera  
Title: Vice President

*[Signature Page to Intellectual Property Security Agreement]*

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Abra Academy	TX0006837844	9/17/07
Atlantis Sky Patrol	TX0006837843	9/17/07
Big Fish Slots	TX0007122310	4/25/08
Dark Tales: Edgar Allen Poe's Murder in the Rue Morgue	PRE000002856	11/17/09
DRAWN 2 DARK FLIGHT	PA0001702192	9/1/10
Drawn: The Painted Tower	PA0001705833	10/30/09
Fairway Solitaire	TX0006945332	12/31/07
Hidden Expedition: Everest	TX0006946367	9/28/07
Hidden Expedition: Titanic: Titanic, hunt for lost treasure	PA0001353372	10/10/06
Madame Libra	TX0006878078	10/1/07
Mush!	TX0007122318	4/25/08
Mystery case files: Huntsville CCI: Huntsville	PA0001306487	3/1/06
Mystery Case Files: Madame Fate	TX0006912949	12/3/07
Mystery case files: prime suspects	PA0001373289	6/12/06
Mystery Case Files: Ravenhearst	TX0006839423	9/17/07
Mystic Inn: Sorcery	PA0001353371	10/10/06
Azada	TX0006868633	10/1/07
Rome: Curse of the Necklace	TX0007108417	6/20/08
Oz Video Poker	TX0006854853	10/1/07
Plunder	TX0006954816	10/1/07
PuppetShow: Mystery of Joyville	PA0001705838	10/30/09
Team Bingo	TX0006854860	10/1/07
Travelogue 360: Paris	TX0006854956	10/1/07
Unwell Mel	TX0007122320	4/25/08
Fetch	TX0007897492	3/18/14
Mystery Case Files: 13th Skull	TX0007897488	3/18/14
Mystery Case Files: Dire Grove	TX0007897491	3/18/14
Mystery Case Files: Escape from Ravenhearst	TX0007897487	3/18/14
Mystery Case Files: Shadow Lake	TX0007897499	3/18/14
Mahjong Towers Touch HD	TX0007897503	3/18/14

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Operation of a network service recruitment architecture	11421403	5/31/06
Network service recruitment architecture	11421409	5/31/06
Common interests affiliation network architecture	11562091	11/21/06
Injecting content into episodic video games	11849053	8/31/07
Multiple application activation	11955194	12/12/07
Insertion of graphics into video game	12392034	2/24/09
Golf solitaire video game	7985127	7/26/11
Spline technique for 2d electronic game	8395627	3/12/13
On-line interaction system	11845664	8/27/07
Apparatus for increasing social interaction over an electronic network	8166407	4/24/12
Apparatus for increasing social interaction over an electronic network	8180852	5/15/12
Image based electronic mail system	8413059	4/2/13
Apparatus for increasing social interaction over an electronic network	13431649	3/27/12
Intelligent merchandising of games	13796184	3/12/13
Dynamic recommendation of games	13796705	3/12/13
Customizable and adjustable pricing of games	13797024	3/12/13
Predicting future performance of games	13743042	1/16/13
Triggering of a multi-player collaborative game	13802060	3/13/13
Feature enhancement of slot games	13802212	3/13/13
Multi-player game collaboration	13802350	3/13/13
Facilitating a secondary game for multiple users	14099876	12/06/13

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
FAIRWAY	86186990	2/6/14
FAIRWAY SOLITAIRE	86186987	2/6/14
Zx3	86101034	10/24/13
BIG FISH	86080092	10/1/13
ZOMBIE! ZOMBIE! ZOMBIE!	86101023	10/24/13
BIG FISH SLOTS	85528969	1/30/12
BIG FISH BINGO	85527806	1/28/12
GUMBALL HEROES	85912128	4/23/13
BIG FISH CASINO	85527804	1/28/12
FAIRWAY FEVER	85424049	9/15/11
BIG FISH BLACKJACK	85527812	1/28/12
BIG FISH POKER	85527811	1/28/12
HI-DEPTH	85947728	5/31/13
DARK MANOR	85947704	5/31/13
BIG FISH ROULETTE	85527814	1/28/12
BIG FISH HOLD'EM	85527808	1/28/12
SOCIAL SCATTER	85947797	5/31/13
FATE'S CARNIVAL	85948036	5/31/13
THE MALGRAVE INCIDENT	85304179	4/25/11
BIG FISH	85319799	5/12/11
MY TRIBE	85004480	4/1/10
BIG FISH GAMES	85314945	5/6/11
BIG FISH GAMES	85335751	6/1/11
CATCH OF THE WEEK	85314974	5/6/11
HIDDEN EXPEDITION	85351062	6/20/11
BIG FISH GAMES	85178420	11/16/10
GAME SPLASH!	85232102	2/2/11
13TH SKULL	85174774	11/11/10
iSPLASH!	85232130	2/2/11
BIG FISH GAMES	85080721	7/8/10
BIG FISH GAMES	78657197	6/23/05
BIG FISH GAMES	78657195	6/23/05
MY TRIBE	77781574	7/15/09
LIFE QUEST	77765070	6/22/09
MYSTERY CASE FILES	77528218	7/22/08
LOST REALMS	77556487	8/27/08
A NEW GAME EVERY DAY!	77976973	7/31/07
LIFE QUEST	77765089	6/22/09
DRAWN	77761246	6/16/09
DRAWN	77761193	6/16/09
UNWELL MEL	77751497	6/3/09
MYSTERY CHRONICLES MURDER AMONG FRIENDS	77734105	5/11/09



<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
FAUNA SPHERE	77712966	4/13/09
BIGSEAGAMES	77712953	4/13/09
TO SEEK & SOLVE	77707723	4/6/09
AZADA: ANCIENT MAGIC	77618032	11/19/08
AZADA	77577061	9/23/08
AZADA	77576613	9/23/08
AZADA: ANCIENT MAGIC	77576607	9/23/08
RAVENHEARST	77533901	7/29/08
RAVENHEARST	77533893	7/29/08
MILLIONHEIR	77519519	7/10/08
TOMORROW'S GAME TODAY!	77513962	7/2/08
L.O.B.E.	77501219	6/17/08
FARMER JANE	77500205	6/16/08
BIG FISH GAMES	77500195	6/16/08
BIG FISH GAMES	77500190	6/16/08
BIG FISH GAMES	77500189	6/16/08
BIG FISH GAMES	77500182	6/16/08
BIG FISH GAMES	77500178	6/16/08
MYSTERY CASE FILES MCF"TO SEEK & SOLVE Design (Fish)	77491151	6/4/08
MYSTERY CASE FILES MCF"TO SEEK & SOLVE	77455995	4/23/08
HIDDEN MYSTERIES	77491142	6/4/08
MADAME FATE	77491169	6/4/08
MADAME FATE	77491163	6/4/08
HIDDEN MYSTERIES	77491161	6/4/08
MYSTERY CASE FILES MCF"TO SEEK & SOLVE	77491159	6/4/08
MAHJONG TOWERS ETERNITY	77491136	6/4/08
MAHJONG TOWERS ETERNITY	77491129	6/4/08
BIG FISH SLOTS	77491119	6/4/08
MUSH!,	77490901	6/4/08
THE SULTAN'S LABYRINTH	77490888	6/4/08
Design (Fish)	77490880	6/4/08
MYSTERY IN LONDON	77455991	4/23/08
MYSTERY CASE FILES: MADAME FATE	77337168	11/26/07
YOU BE THE DETECTIVE	77310442	10/22/07
MYSTERY CASE FILES MILLIONHEIR	77304023	10/15/07
A NEW GAME EVERY DAY!	77244868	8/1/07
AGENT X	77243618	7/31/07
AZADA	77228737	7/12/07
FARM 51	77207700	6/15/07
ABRA ACADEMY	77187616	5/22/07
HIDDEN EXPEDITION	77126978	3/9/07
MYSTERY CASE FILES: RAVENHEARST	77126945	3/9/07
TRAVELOGUE 360	77046068	11/16/06
FLECK	77012940	10/3/06
FLECK	85096370	7/29/10
FLECK	85096362	7/29/10
FLECK	85060981	6/11/10

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CARD ACE	77815870	8/29/09
WORD ACE	77766618	6/23/09
IRAVE	77977963	1/5/07
HAPPY HOUR	77977258	8/8/08
FUBAR	77975619	8/6/07
HAPPY HOUR	77543031	8/8/08
SOCIAL CONCEPTS	77076851	1/5/07
FUBAR	77248359	8/6/07
CHERRYTAP	77076868	1/5/07
BIG FISH CASINO	86239235	4/1/14
BIG FISH CRAPS	86204088	2/25/14
FAIRWAY SOLITAIRE BLAST	86239215	4/1/14
FETCH	86193485	2/13/14
MAHJONG PANDA MONIUM	86276405	5/8/14
MIDNIGHT CASTLE	86203716	2/25/14
DUNGEON BOSS	86398603	9/18/14
WANDERLAND	86396842	9/16/14
SIR-MATCH-A-LOT	86396836	9/16/14
FREE THE WITCH	86396834	9/16/14
WITCH SWITCH	86396829	9/16/14
PACHINKO POP	86396825	9/16/14
GREEK GEMS	86396446	9/16/14
GUMMY DROP!	86389352	9/9/14

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None