

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327700

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RELOADED PRODUCTIONS, INC.		12/26/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	AVIDBANK
Street Address:	50 West San Fernando Street, Suite 850
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3592998	APB
Registration Number:	3600160	ALL POINTS BULLETIN
Registration Number:	3600314	APB
Registration Number:	3600315	ALL POINTS BULLETIN
Registration Number:	4262022	APB RELOADED
Registration Number:	4262023	APB RELOADED
Serial Number:	86038328	APB RETRIBUTION
Serial Number:	86038324	APB RETRIBUTION
Serial Number:	85938949	ZOMBIES VS ZOMBIES
Serial Number:	85307584	APB
Serial Number:	85307592	ALL POINTS BULLETIN
Serial Number:	85663466	APB VENDETTA
Serial Number:	85308729	RELOADED PRODUCTIONS
Serial Number:	85663464	APB VENDETTA

CORRESPONDENCE DATA

Fax Number: 6506440520

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: 6506483802

TRADEMARK

Email: PATTY@PATTYCHENG.COM
Correspondent Name: PATTY CHENG
Address Line 1: 2625 MIDDLEFIELD RD., #215
Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER: 2-1028

NAME OF SUBMITTER: Patty Cheng

SIGNATURE: /s/ Patty Cheng

DATE SIGNED: 12/31/2014

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 26, 2014 by and between **AVIDBANK**, a California corporation (“**Bank**”) and **RELOADED PRODUCTIONS INC.**, a California corporation (“**Grantor**”).

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Reloaded Games, Inc. (“**Borrower**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower (as amended from time to time, the “**Loan Agreement**”) dated of even date herewith. Grantor is guaranteeing Borrower’s obligations under the Loan Agreement pursuant to an Unconditional Guaranty dated as of even date herewith (the “**Guaranty**”). In connection therewith, Grantor grants to Bank a security interest in all of Grantor’s right title, and interest in, to and under all of the Collateral (as defined in the Guaranty) whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor’s obligations under the Guaranty, Grantor grants to Bank a security interest in all of Grantor’s right, title and interest in Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Guaranty. Each right, power and remedy of Bank provided for herein or in the Guaranty or the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

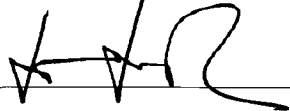
[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Address of Grantor:

17011 Beach Blvd., Suite 320
Huntington Beach, CA 92647
Attn: _____

RELOADED PRODUCTIONS INC.

By:  _____

Print Name: BJORN BOOK-LARSSON

Title: PRESIDENT

Address of Bank:

50 West San Fernando Street, Suite 850
San Jose, California 95113
FAX: 408-200-7399
Attn: Linh Phan

AVIDBANK

By: _____

Print Name: _____

Title: _____

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

Address of Grantor:

17011 Beach Blvd., Suite 320
Huntington Beach, CA 92647
Attn: _____

RELOADED PRODUCTIONS INC.

By: _____

Print Name: _____

Title: _____

Address of Bank:

50 West San Fernando Street, Suite 850
San Jose, California 95113
FAX: 408-200-7399
Attn: Linh Phan

AVIDBANK

By: Linh Phan

Print Name: Linh Phan

Title: VP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title	Registration Number	Registration Date
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EXHIBIT B

Patents

Please Check Box if No Patents Exist

Title	Serial/ Patent Number	Application/ Issue Date
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EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application / Registration Date</u>
APB RETRIBUTION	86038328		August 14, 2013
APB RETRIBUTION	86038324		August 14, 2013
ZOMBIES VS ZOMBIES	85938949		May 21, 2013
APB	85307584		April 28, 2011
ALL POINTS BULLETIN	85307592		April 28, 2011
APB VENDETTA	85663466		June 27, 2012
APB VENDETTA	85663464		June 27, 2012
RELOADED PRODUCTIONS	85308729		April 29, 2011
APB RELOADED	85307594	4262023	December 18, 2012
APB RELOADED	85307583	4262022	December 18, 2012
ALL POINTS BULLETIN	78810601	3600315	March 31, 2009
APB	78810599	3600314	March 31, 2009
ALL POINTS BULLETIN	78560204	3600160	March 31, 2009
APB	78560167	3592998	March 17, 2009