

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phoenix Age, LLC		01/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	901 Fifth Avenue Avenue		
Internal Address:	Suite 3900		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98614		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4301107	PHOENIX AGE	
Registration Number:	3828095	CASTLE AGE	
Registration Number:	4042026	MONSTER HERO	
Registration Number:	4415359	UNDERWORLD EMPIRE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Dwayne C. Houston		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F153350		
NAME OF SUBMITTER:	Laura A. Kenerson		
SIGNATURE:	/Laura A. Kenerson/		
DATE SIGNED:	01/06/2015		

OP \$115.00 4301107

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 5, 2015, by and between SILICON VALLEY BANK ("Agent") and PHOENIX AGE, LLC ("Grantor").

RECITALS

A. SILICON VALLEY BANK, SILVER LAKE WATERMAN FUND, L.P. and any other Lenders listed on Schedule 1 to the Loan Agreement (as defined below) or otherwise party thereto from time to time (each a "Lender", and collectively the "Lenders") have agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor and (a) KABAM, INC., a Delaware corporation ("Kabam"), and (b) WILD SHADOW STUDIOS, INC., a Delaware corporation ("Wild Shadow"; Grantor, Kabam and Wild Shadow are hereinafter, jointly and severally, individually and collectively, "Borrower") in the amounts and manner set forth in that certain Subordinated Loan and Security Agreement by and among Agent, in its capacity as Administrative Agent, Lenders and Borrower dated August 24, 2012, as amended by that certain First Amendment to Subordinated Loan and Security Agreement dated April 15, 2013, among Borrower, Agent and Lenders, as amended by that certain Second Amendment to Subordinated Loan and Security Agreement dated September 19, 2013, among Borrower, Agent and Lenders, and as further amended by that certain Third Amendment to Subordinated Loan and Security Agreement dated November 29, 2013, among Borrower, Agent and Lenders (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). Lenders are willing to continue to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of Lenders, 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 Agent, for the ratable benefit of Lenders, 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 Borrower's obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the ratable benefit of Lenders, a security interest in all of Grantor's right, title and interest in, to and under all intellectual property owned by Grantor (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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");

2. 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;

3. Any and all design rights of Grantor now or hereafter existing, created, acquired or held;

4. 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");

5. 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");

6. 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");

7. 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;

8. All amendments, extensions, renewals and extensions of any of such Copyrights, Trademarks, Patents, or Mask Works; and

9. 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.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of Lenders, under the Loan Agreement. The rights and remedies of Agent 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 Agent as a matter of law or equity. Each right, power and remedy of Agent 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 Agent 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 Agent, of any or all other rights, powers or remedies.

[Signature page follows.]

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:

Address of Grantor:

PHOENIX AGE, LLC

[101 Redwood Shores Pkwy Suite] 250
[Redwood City, CA 94065]

By:  _____

Attn: Steve Klei

Title: SVP FINANCE

AGENT:

Address of Agent:

SILICON VALLEY BANK

901 Fifth Avenue, Suite 3900
Seattle, Washington 98614

By: _____

Attn: _____

Title: _____

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:

Address of Grantor:

PHOENIX AGE, LLC

[
]

By: _____

Attn: _____

Title: _____

AGENT:

Address of Agent:

SILICON VALLEY BANK

901 Fifth Avenue, Suite 3900
Seattle, Washington 98614

By:  _____

Attn: Lane Bruno

Title: JP

EXHIBIT A

Copyrights

Copyright Registrations

Country	Title of Work	Status	Registration Number	Date Completed	Date Registered
International	CASTLE AGE	Registered	PA 1-723-504	February 3, 2009	September 23, 2010

Internet Domains

Domain Name	Creation Date	Expiration Date
castleage.com	March 19, 2009	March 19, 2017
castleagegame.com	April 28, 2009	April 29, 2014
castleageforums.com	August 15, 2009	August 15, 2015
monsterstory.com	October 15, 2006	October 15, 2014
monsterstorygame.com	February 2, 2011	February 2, 2016
monsterherogame.com	February 17, 2011	February 17, 2016
ittybittycitygame.com	April 22, 2010	August 15, 2015
phoenixage.com	April 28, 2009	April 29, 2014
underworldempiregame.com	October 23, 2012	October 23, 2015
underworldempireforums.com	October 23, 2012	October 23, 2015

EXHIBIT B

Patents

None

EXHIBIT C

Trademarks

Trademark Registrations

Country	Mark	Status	Registration Number	Date Filed	Date Registered
Australia	UNDERWORLD EMPIRE	Registered	1509820	May 14, 2012	May 14, 2012
Australia	PHOENIX AGE	Registered	1151475	July 19, 2012	January 17, 2013
Canada	UNDERWORLD EMPIRE	Registered	TMA854219	May 15, 2012	June 28, 2013
Canada	PHOENIX AGE	Filed		January 18, 2013	
European Community	UNDERWORLD EMPIRE	Registered	1124082	May 14, 2012	May 14, 2012
European Community	PHOENIX AGE	Registered	011496131	January 17, 2013	May 29, 2013
International Registration (Madrid Protocol)	UNDERWORLD EMPIRE	Registered	1124082	May 14, 2012	May 14, 2012
International Registration (Madrid Protocol)	PHOENIX AGE	Registered	1151475	January 17, 2013	January 17, 2013
United States	PHOENIX AGE	Registered	4301107	July 19, 2012	March 12, 2013
United States	CASTLE AGE	Registered	3828095	December 31, 2009	August 2, 2010
United States	MONSTER HERO	Registered	4042026	March 24, 2011	October 18, 2011
United States	UNDERWORLD EMPIRE	Registered	4415359	November 15, 2011	October 8, 2013

EXHIBIT D

Mask Works

None