

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
METEOR ENTERTAINMENT, INC.		01/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC		
Street Address:	2755 SAND HILL ROAD, SUITE 150		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4471262	ADHESIVE GAMES	
Registration Number:	4329570	HAWKEN	
Registration Number:	4416151	HAWKEN	
Registration Number:	4404883	HAWKEN	
Serial Number:	85435261	METEOR ENTERTAINMENT	
Registration Number:	4405019	HAWKEN	
CORRESPONDENCE DATA			
Fax Number:	3102774730		
<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:	(310) 788-6133		
Email:	jsbrown@mwe.com		
Correspondent Name:	GARY B. ROSENBAUM		
Address Line 1:	MCDERMOTT WILL & EMERY LLP		
Address Line 2:	2049 CENTURY PARK EAST, SUITE 3800		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	082853-0065		
NAME OF SUBMITTER:	GARY B. ROSENBAUM		
SIGNATURE:	/Gary B. Rosenbaum/		

CH \$165.00 4471262

DATE SIGNED:	01/30/2015
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Total Attachments: 5

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SECOND AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is the Second Amendment to Plain English Intellectual Property Security Agreement (the "Amendment") dated as of January 30, 2015 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and METEOR ENTERTAINMENT, INC., a Delaware corporation.

RECITALS

A. The words "We", "Us", or "Our", refer to TRIPLEPOINT CAPITAL LLC. The word "Grantor" refers to METEOR ENTERTAINMENT, INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and METEOR ENTERTAINMENT, INC.

B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated as of May 15, 2012 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantor.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of May 15, 2012 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, Grantor granted to Us a security interest in its intellectual property to secure its obligations to Us under the Loan Agreement. All terms capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement (including by reference to the Loan Agreement).

D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by Grantor under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

- ⇒ **Schedule A** to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment
- ⇒ **Schedule B** to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

Acknowledgment and Confirmation of Security Interest. Grantor confirms and ratifies its prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of its right, title and interest in, to the Intellectual Property Collateral.

Ratification. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in full force and effect. Grantor expressly ratifies and affirms its obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

Complete Agreement. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment.

Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

Recitals. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

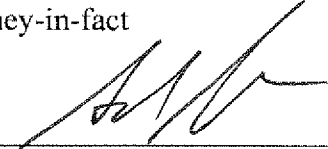
No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

(Signature Page to Follow)

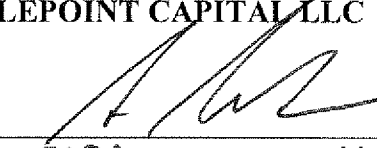
IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Plain English Intellectual Property Agreement to be duly executed and delivered as of the date first written above.

Grantor: METEOR ENTERTAINMENT, INC.

By: TRIPLEPOINT CAPITAL LLC, its attorney-in-fact

By: 
Name: SARA SILVASTINIA
Title: PRESIDENT

Us: TRIPLEPOINT CAPITAL LLC

By: 
Name: SARA SILVASTINIA
Title: PRESIDENT

SUPPLEMENT TO SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between Meteor Entertainment, Inc. (Grantor)
and TriplePoint Capital LLC (Grantee)**

PATENTS AND PATENT APPLICATIONS

<u>PATENTS</u>		
Patent Name	Status and Date Issued	Patent Number
NONE		

<u>PATENT APPLICATIONS</u>		
Title	Date Filed	Application Number
MODIFYING USE OF RESOURCES WITHIN A CLOUD-BASED GAMING PLATFORM	October 25, 2012	61/718,686
MODIFYING USE OF RESOURCES WITHIN A CLOUD-BASED GAMING PLATFORM	March 12, 2013	13/797,835
COMPUTING PLATFORM FOR SUPPORTING MASSIVELY MULTI-PLAYER ONLINE GAMES	March 12, 2013	13/797,897
COMPUTING PLATFORM FOR SUPPORTING MASSIVELY MULTI-PLAYER ONLINE GAMES	March 12; 2013	13/797,868

SUPPLEMENT TO SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Meteor Entertainment, Inc. (Grantor)
and TriplePoint Capital LLC (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS			
Name	Date Filed or Issued	Serial Number	Status
NONE			

TRADEMARK APPLICATIONS				
Name	Date Filed	Serial Number	Status	Registration Number
ADHESIVE GAMES Word mark in International Classes 009 and 041	July 6, 2011	85364510	Registered	4471262
HAWKEN Word mark in International Classes 009 and 041	July 7, 2011	85365225	Registered	4329570
HAWKEN Word mark in International Class 016	March 12, 2012	85567010	Registered	4416151
HAWKEN Stylized mark in International Class 016	March 12, 2012	85567271	Registered	4404883
METEOR ENTERTAINMENT Word mark in International Classes 009, 016, 018, 025, 028, and 041	September 29, 2011	85435261	Abandoned	N/A
HAWKEN Stylized mark in International Classes 009 and 041	March 12, 2012	85978513	Registered	4405019