

2/25/15

02/25/2015

FORM PTO-1594  
COMMERCE  
(Rev. 07/05)  
OMB No. 0651-0027 (exp. 06/30/2008)



U.S. DEPARTMENT OF  
Patent and Trademark Office

103671487

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Silicon Valley Bank  
3003 Tasman Drive  
Santa Clara, CA 95054

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State: CA
- Other

Additional name(s) of conveying parties attached?  Yes  No

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): 03/06/2014

- Assignment
- Merger
- Security Agreement
- Change of Name

Other : Release

2. Name and address of receiving party(ies):

Additional name(s) of conveying parties attached?  Yes  No

Name: Big Fish Games, Inc.

Internal Address:

Street Address: 333 Elliott Avenue West Suite 200

City: Seattle

State: WA

Country: USA

Zip: 98119

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship : United States, WA
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

77500178 85527804 85527814 85947797

77500182 85527806 85528969 85948036

85004480 85527808 85912128 86080092

85319799 85527811 85947704 86101023

85424049 85527812 85947728 86101034

B. Trademark Registration No.(s)

3423424 3343266 3525189 3435746 4045726

3419177 3454790 3624875 3577465 3586012

3311140 3680320 3665290 3577551 3912690

3311141 3577099 3542590 3752865 3665701

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: UCC Direct Services

Internal Address: Attn: 14080632

Street Address: 187 Wolf Road, Suite 101

City: Albany State: NY ZIP: 12205

Phone Number: 1-800-342-3676 X 4065

Fax Number: 1-800-962-7049

Email Address: cls-uds@albanys.walterskluwer.com

6. Total number of applications and registrations involved: 98

7. Total fee (37 CFR 2.8 (b)(6) & 3.41): \$2,465.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0974  
Expiration Date 3-17  
00000002 77500178

b. Deposit Account  
Authorized User Name  
40.00 DP  
2425.00 DP

9. Signature.

Signature  
Joseph D. Borgman  
Name of Person Signing

2-25-15  
Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 005478 FRAME: 0083

Big Fish Games, Inc. Additional Trademark Numbers: Reel/Frame 5233/0521 – Registration Numbers:

3707482	3938353	4028044
3563978	3852153	4022375
3720682	3848579	4015977
4042400	3917604	4309637
4135748	3736336	4086931
3923567	3731349	4076681
3660029	3823866	4077193
3707483	3920540	4067302
3901022	4102745	
3697601	3920549	
3653488	3861764	
3653489	4156127	
3690299	3861899	
3564533	3530984	
3653563	3663686	
3674198	3695967	
4019797	3703540	
3668534	4004420	
3668535	4035789	
3717472	4016893	
4002792	3973143	
3796623	4017032	
3666006	3914535	
3662957	4023923	

Big Fish Games, Inc. Additional Trademark Numbers: Reel/Frame 5233/0521 – Application Numbers:

86186987


86186990

**RELEASE OF SECURITY AGREEMENT COVERING  
INTERESTS IN TRADEMARKS**

**Silicon Valley Bank** ("Secured Party"), hereby releases its security interest in the interests of **Big Fish Games, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property Security Agreement** dated, 03/06/2014, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on 03/07/2014, Reel 5233, Frame 0521.

Dated: 2/20/2015

**SILICON VALLEY BANK**

By:   
Name: Romil Randhawa  
Title: Senior Operations Manager

## 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: *Frankelland*

Title: PRESIDENT / CEO

BANK:

SILICON VALLEY BANK

By: *Erin Kucel*

Title: Vice President

*[Signature Page to Intellectual Property Security Agreement]*

WEST240864890.1  
354271-000470

TRADEMARK  
REEL: 005478 FRAME: 0089

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

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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

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354271-000470

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

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354271-000470

<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
MADAME FATE	77491161	6/4/08
HIDDEN MYSTERIES	77491159	6/4/08
MYSTERY CASE FILES MCF"TO SEEK & SOLVE	77491136	6/4/08
MAHJONG TOWERS ETERNITY	77491129	6/4/08
MAHJONG TOWERS ETERNITY	77491119	6/4/08
BIG FISH SLOTS	77490901	6/4/08
MUSH!	77490888	6/4/08
THE SULTAN'S LABYRINTH	77490880	6/4/08
Design (Fish)	77455991	4/23/08
MYSTERY IN LONDON	77337168	11/26/07
MYSTERY CASE FILES: MADAME FATE	77310442	10/22/07
YOU BE THE DETECTIVE	77304023	10/15/07
MYSTERY CASE FILES MILLIONHEIR	77244868	8/1/07
A NEW GAME EVERY DAY!	77243618	7/31/07
AGENT X	77228737	7/12/07
AZADA	77207700	6/15/07
FARM 51	77187616	5/22/07
ABRA ACADEMY	77126978	3/9/07
HIDDEN EXPEDITION	77126945	3/9/07
MYSTERY CASE FILES: RAVENHEARST	77046068	11/16/06
TRAVELOGUE 360	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
IRA VE	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
CHERRY TAP	77076868	1/5/07

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

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354271-000470



United States Patent and Trademark Office

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Assignments on the Web > Trademark Query

**Trademark Assignment Assignor Details**

**Assignor Name : BIG FISH GAMES, INC.**

**Total Assignments: 2**

**Assignment: 1**

Reel/Frame: 5233/0521

[View Recorded Assignment](#)

Recorded: 03/07/2014

Pages: 13

Attorney Dkt #: 354271-470

Conveyance: SECURITY INTEREST

**Assignor**

1 BIG FISH GAMES, INC.

Exec Dt: 03/06/2014  
Entity Type: CORPORATION  
Citizenship: WASHINGTON

**Assignee**

1 SILICON VALLEY BANK  
3003 TASMAN DRIVE  
SANTA CLARA, CALIFORNIA 95054

Entity Type: CORPORATION  
Citizenship: CALIFORNIA

**Properties**

Ser. #	Reg. #	Ser. #	Reg. #	Ser. #	Reg. #	Ser. #	Reg. #	Ser. #	Reg. #
77012940	3423424	77046068	3419177	77076851	3311140	77076868	3311141	77126945	3343266
77126978	3454790	77187616	3680320	77207700	3577099	77228737	3525189	77243618	3624875
77244868	3655290	77248359	3542590	77304023	3435746	77310442	3577465	77337168	3577551
77455991	3752865	77455995	4045726	77490880	3586012	77490888	3912690	77490901	3665701
77491119	3707482	77491129	3563978	77491136	3720682	77491142	4042400	77491151	4135748
77491159	3923567	77491161	3660029	77491163	3707483	77491169	3901022	77500178	NONE
77500182	NONE	77500189	3697601	77500190	3653488	77500199	3653489	77500205	3690299
77501219	3564533	77513962	3653563	77519519	3674198	77528218	4019797	77533893	3668534
77533901	3668535	77543031	3717472	77556487	4002792	77576607	3796623	77576613	3666006
77577061	3662957	77618032	3938353	77707723	3852153	77712953	3848579	77712966	3917604
77734105	3736336	77751497	3731349	77761193	3823866	77761246	3920540	77765070	4102745
77765089	3920549	77766618	3861764	77781574	4156127	77815870	3861899	77875619	3530984
77976973	3663886	77977258	3695967	77977963	3703540	78657195	4004420	78657197	4035789
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85174774	4023923	85178420	4028044	85232102	4022375	85232130	4015977	85304179	4309637
85314945	4086931	85314974	4076681	85319799	NONE	85335751	4077193	85351062	4067302
85424049	NONE	85527804	4653206	85527806	4656591	85527808	NONE	85527811	NONE
85527812	NONE	85527814	NONE	85528969	NONE	85912128	NONE	85947704	4606603
85947728	NONE	85947797	NONE	85948036	NONE	86080092	NONE	86101023	NONE
86101034	NONE	86186987	4605042	86186990	4597186				

**Correspondence name and address**

DLA PIPER LLP (US)  
4365 EXECUTIVE DRIVE, SUITE 1100  
SAN DIEGO, CA 92121

**Assignment: 2**

Reel/Frame: 5401/0662

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Pages: 11

Recorded: 11/14/2014

Attorney Dkt #: 354271-470  
Conveyance: SECURITY INTEREST

**Assignor**

1 BIG FISH GAMES, INC.

Exec Dt: 03/06/2014  
Entity Type: CORPORATION  
Citizenship: WASHINGTON

**Assignee**

1 SILICON VALLEY BANK  
3003 TASMAN DRIVE  
SANTA CLARA, CALIFORNIA 95054

Entity Type: CORPORATION  
Citizenship: CALIFORNIA

**Properties**

Ser. #	Reg. #	Ser. #	Reg. #	Ser. #	Reg. #	Ser. #	Reg. #	Ser. #	Reg. #
<u>86193485</u>	<u>4597211</u>	<u>86203716</u>	<u>4597261</u>	<u>86204088</u>	NONE	<u>86239215</u>	NONE	<u>86239235</u>	NONE
<u>86276405</u>	NONE	<u>86389352</u>	NONE	<u>86396445</u>	NONE	<u>86396825</u>	NONE	<u>86396829</u>	NONE
<u>86396834</u>	NONE	<u>86396836</u>	NONE	<u>86396842</u>	NONE	<u>86398603</u>	NONE		

**Correspondence name and address**

DLA PIPER LLP (US)  
4365 EXECUTIVE DRIVE, SUITE 1100  
SAN DIEGO, CA 92121

Search Results as of: 02/20/2015 12:02 PM  
If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350 v.2.5  
Web interface last modified: July 25, 2014 v.2.5

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