

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338294

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NTN BUZZTIME, INC.		04/14/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	555 Montgomery Street		
Internal Address:	9th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Serial Number:	86107246	BUZZTIME	
Serial Number:	86086115	OPINATIONATION	
Serial Number:	86086088	OPINATIONATION LIVE	
Serial Number:	86086121	OPINATIONATION	
Serial Number:	86086097	OPINATIONATION LIVE	
Serial Number:	86107344	MOBILE PLAYMAKER	
Serial Number:	86116776	BEOND POWERED BY BUZZTIME	
Serial Number:	86107316	BUZZTIME	
Serial Number:	85854071	BRAINBUSTER	
Serial Number:	85590521	BUZZTIME ENTERTAINMENT	
Serial Number:	85395765	BUZZTIME'S SMARTEST BAR	
Serial Number:	85359240	WHERE ARE YOU THINKING TONIGHT?	
Serial Number:	85172555	COUNTDOWN	
Serial Number:	85172492	QB1	
Serial Number:	85167516	BUZZTIME	
Serial Number:	77943659	BUZZTIME TRENDALICIOUS TRIVIA	
Serial Number:	77943615	TRENDALICIOUS TRIVIA	
Serial Number:	77866372	THE PULSE	

CH \$740.00 86107246

Property Type	Number	Word Mark
Serial Number:	77349324	PREDICT THE PLAY
Serial Number:	76548260	SHOWDOWN
Serial Number:	76488937	TUNED IN
Serial Number:	76488402	SPEED
Serial Number:	74664129	PLAYERSPLUS
Serial Number:	74623043	PLAYMAKER
Serial Number:	74554340	TRIVIAOKE
Serial Number:	74274211	NIGHTSIDE
Serial Number:	74274210	SPORTS TRIVIA CHALLENGE
Serial Number:	85286154	STUMP! TRIVIA QUIZ
Serial Number:	85330775	STUMP! TRIVIA QUIZ

CORRESPONDENCE DATA

Fax Number: 2136305601

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: 213-891-5739

Email: wwolff@buchalter.com

Correspondent Name: William Wolff

Address Line 1: c/o Buchalter Nemer 1000 Wilshire Blvd.

Address Line 2: Suite 1500

Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	E0674-0010
NAME OF SUBMITTER:	William Wolff
SIGNATURE:	/William Wolff/
DATE SIGNED:	04/15/2015

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of April 14, 2015, is entered into by and between **EAST WEST BANK**, a California banking corporation ("Secured Party"), and **NTN BUZZTIME, INC.**, a Delaware corporation ("Grantor"), with reference to the following facts:

RECITALS

A. Secured Party and Grantor are parties to a Loan and Security Agreement dated as of the date of this Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein without definition shall have the respective meanings specified for such terms in the Loan Agreement).

B. Pursuant to the Loan Agreement, Secured Party will make Credit Extensions to Grantor.

C. It is a condition precedent to the effectiveness of the Loan Agreement that Grantor enter into this Agreement with Secured Party and hereby grant Secured Party a security interest in and Lien on all of Grantor's intellectual property as set forth below.

NOW, THEREFORE, to induce Secured Party to enter into the Loan Agreement and to provide Grantor the Credit Extensions contemplated thereunder, Grantor hereby agrees as follows:

1. Grant of Security Interest. To secure the timely payment and performance of its obligations to Secured Party under the Loan Agreement, Grantor hereby grants and pledges to Secured Party a security interest in and lien on all of Grantor's right, title and interest in, to and under its intellectual property (collectively, the "Intellectual Property Collateral"), including, without limitation, the following:

(a) All present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, Mask Works, computer programs and other rights subject to United States copyright protection listed in Exhibit A attached hereto (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C Section 106 and any exclusive rights which may in the future arise by act of Congress or otherwise), and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present and future infringements of the Registered Copyrights, and all computer programs and tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(b) All present and future copyrights, Mask Works, computer programs and other rights subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (collectively, the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present and future infringements of the Unregistered Copyrights, and all computer programs and all tangible property embodying or

incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights";

- (c) All present and future license agreements with respect to the Copyrights;
- (d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with, or relating to the Copyrights;
- (e) All trade secrets;
- (f) All intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (g) All design rights available to Grantor now or hereafter existing, created, acquired or held;
- (h) All patents, patent applications and similar 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");
- (i) All trademark and servicemark rights, whether registered or not, applications to register (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) 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");
- (j) 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");
- (k) All claims for damages by way of past, present and future infringements of any of the rights included above, along with the right, but not the obligation, to sue for and collect such damages for such infringement;
- (l) 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 licenses or rights;
- (m) All amendments, extensions and renewals of any of the Copyrights, Trademarks, Patents or Mask Works; and
- (n) All proceeds of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Recordation. Grantor authorizes and requests 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 Secured Party.

3. Supplements. Grantor hereby authorizes Bank (a) to amend this Agreement unilaterally by supplementing the exhibits to this Agreement to add any Intellectual Property Collateral which Grantor obtains after the date of this Agreement, and (b) to 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 of this Agreement. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and the other Loan 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 separate 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 shall 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

GRANTOR:

NTN BUZZTIME, INC.,
a Delaware corporation

By: _____

Name: Allen Wolff

Title: Chief Financial Officer

SECURED PARTY:

EAST WEST BANK,
a California banking corporation

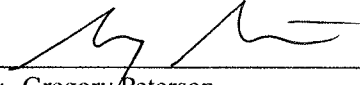
By: 
Name: Gregory Peterson
Title: Vice President

EXHIBIT A

Copyrights

NONE

EXHIBIT B

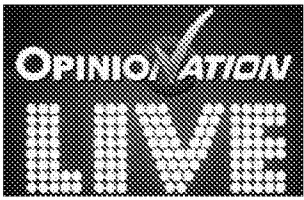
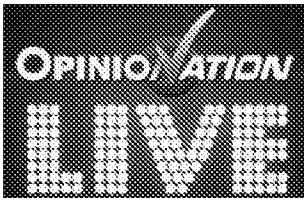

PATENTS

NO.	Status/Lien	Owner	Patent Description	Patent No.	Issued
1.	Issued	NTN Buzztime, Inc.	Electronic menu system and method	8898075	11/25/2014
2.	Issued	NTN Buzztime, Inc.	User-controlled entertainment system, apparatus and method	8790186	07/29/2014
3.	Issued	NTN Buzztime, Inc.	Interactive gaming via mobile playmaker	8562442	10/22/2013
4.	Issued	NTN Buzztime, Inc.	System and mentod for television-based services	8562438	10/22/2013

PATENT APPLICATIONS

NO.	Status/Lien	Owner	Patent Description	Pub. No.	Published
5.	Published	NTN Buzztime, Inc.	System and method for television-based services	20140106887	04/17/2014
6.	Published	NTN Buzztime, Inc.	Interactive gaming via mobile playmaker	20140051514	02/20/2014
7.	Published	NTN Buzztime, Inc.	On-site rewards program	20140229263	08/14/2014
8.	Published	NTN Buzztime, Inc.	Interactive gaming via mobile player	20110300946	12/08/2011
9.	Published	NTN Buzztime, Inc.	Telephone enabled elimination game	2008300056	12/04/2008
10.	Published Buzztime, Inc.	NTN Buzztime, Inc.	Mobile device used as controller in interactive gaming environment	20080242417	10/02/2008
11.	Published	NTN Buzztime, Inc.	Video feed synchronization in an interactive environment	20080242409	10/02/2008
12.	Published	NTN Buzztime, Inc.	System and method forming interactive gaming over a TV network	20070010330	01/11/2007

EXHIBIT C
TRADEMARKS

NO.	OWNER	TRADEMARK	SERIAL NO. / REG. NO.	FILE DATE / REG. DATE
1.	NTN Buzztime, Inc.	BUZZTIME	86107246	October 31, 2013
2.	NTN Buzztime, Inc.	OPINIONATION	86086115	October 8, 2013
3.	NTN Buzztime, Inc.		86086088	October 8, 2013
4.	NTN Buzztime, Inc.	OPINIONATION	86086121	October 8, 2013
5.	NTN Buzztime, Inc.		86086097	October 8, 2013
6.	NTN Buzztime, Inc.	MOBILE PLAYMAKER	86107344 4631135	October 31, 2013 November 4, 2014
7.	NTN Buzztime, Inc.		86116776 4591877	November 12, 2013 August 26, 2014




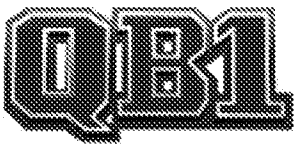


NO.	OWNER	TRADEMARK	SERIAL NO. / REG. NO.	FILE DATE / REG. DATE
8.	NTN Buzztime, Inc.	BUZZTIME	86107316 4547667	October 31, 2013 June 10, 2014
9.	NTN Buzztime, Inc.	BrainBuster	85854071 4431581	February 19, 2013 November 12 2013
10.	NTN Buzztime, Inc.		85590521 4241950	April 5, 2012 November 13, 2012
11.	NTN Buzztime, Inc.		85395765 4128569	August 11, 2011 April 17, 2012
12.	NTN Buzztime, Inc.	Where are you thinking tonight?	85359240 4117810	June 29, 2011 March 27, 2012
13.	NTN Buzztime, Inc.		85172555 3978015	November 9, 2010 June 14, 2011
14.	NTN Buzztime, Inc.		85172492 3978007	November 9, 2010 June 14, 2011
15.	NTN Buzztime, Inc.		85167516 3985217	November 2, 2010 June 28, 2011
16.	NTN Buzztime, Inc.		77943659 3866821	February 24, 2010 October 26, 2010

Exhibit C



NO.	OWNER	TRADEMARK	SERIAL NO. / REG. NO.	FILE DATE / REG. DATE
17.	NTN Buzztime, Inc.	TRENDALICIOUS TRIVIA	77943615 3866819	February 24, 2010 October 26, 2010
18.	NTN Buzztime, Inc.	THE PULSE	77866372 4309368	November 5, 2009 March 26, 2013
19.	NTN Buzztime, Inc.	PREDICT THE PLAY	77349324 3484033	December 11, 2007 August 12, 2008
20.	NTN Buzztime, Inc.		76548260 2939250	September 15, 2003 April 12, 2005
21.	NTN Buzztime, Inc.	TUNED IN	76488937 2794440	February 10, 2003 December 16, 2003
22.	NTN Buzztime, Inc.	SPEED	76488402 2932359	February 10, 2003 March 15, 2005
23.	NTN Buzztime, Inc.	PLAYERSPLUS	74664129 1963326	April 20, 1995 March 19, 1996
24.	NTN Buzztime, Inc.	PLAYMAKER	74623043 1969606	January 19, 1995 April 23, 1996
25.	NTN Buzztime, Inc.	TRIVIAOKE	74554340 2077839	July 28, 1994 July 8, 1997
26.	NTN Buzztime, Inc.		74274211 1784504	May 11, 1992 July 27, 1993

Exhibit C


NO.	OWNER	TRADEMARK	SERIAL NO. / REG. NO.	FILE DATE / REG. DATE
27.	NTN Buzztime, Inc.	 <p>The logo consists of three overlapping rectangular boxes. The top box contains the word "SPORTS", the middle box contains "TRIVIA", and the bottom box contains "CHALLENGE".</p>	74274210 1785898	May 11, 1992 May 11, 1993
28.	NTN Buzztime, Inc.	Stump! Trivia Quiz	85286154 4066466	April 5, 2011 December 6, 2011
29.	NTN Buzztime, Inc.	Stump! Trivia Quiz	85330775 4067278	May 26, 2011 December 6, 2011

EXHIBIT D

Mask Works

Description

Registration/
Application Number

Registration/
Application Date

Exhibit D

BN 17849352v3

RECORDED: 04/15/2015

**TRADEMARK
REEL: 005498 FRAME: 0120**