

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIND CANDY LIMITED		01/26/2016	Private Limited Liability Company, England and Wales: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT VENTURE GROWTH BDC CORP.		
Street Address:	2755 SAND HILL ROAD, SUITE 150		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Registration Number:	4599224	MOSHI MONSTERS	
Serial Number:	77976397	MOSHI MONSTERS	
Registration Number:	3839751	MOSHLINGS	
Registration Number:	4442168	MOSHLINGS	
Registration Number:	4718733	MOSHI MONSTERS MUSIC	
Registration Number:	4697905	MOSHI TV	
Registration Number:	4718732	MOSHI TV	
Registration Number:	4630511	MOSHI MONSTERS MASH UP	
Registration Number:	4630512	MOSHI MONSTERS MASH UP!	
Registration Number:	4630513	MOSHI MASH UP	
Registration Number:	4677138	MOSHI GAMES	
Registration Number:	4611952	MOSHI GAMES	
Registration Number:	4697902	MOSHI KARTS	
Registration Number:	4726271	MOSHI KARTS	
Registration Number:	4453218	KLASH KARTS	
Registration Number:	4603967	POPPET	
Registration Number:	4706115	POPPET	
Registration Number:	4677295	POPPET	

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4494065	KATSUMA
Registration Number:	3769874	MIND CANDY
Registration Number:	4464775	MIND CANDY
Serial Number:	78593079	PERPLEX CITY
Serial Number:	86073354	MOSHI MONSTERS
Serial Number:	86074492	MOSHI MONSTERS
Serial Number:	86075314	MOSHLINGS
Serial Number:	86143603	MOSHLING
Serial Number:	86075383	MOSHLINGS
Serial Number:	85541896	MOSHI MONSTERS MUSIC
Serial Number:	85865811	CANDY JAM
Serial Number:	86976269	POPPET
Serial Number:	86143636	POPPET
Serial Number:	85979667	POPPET
Serial Number:	86016948	JELLY CHAT
Serial Number:	86269941	JOLLYWOOD
Serial Number:	86299796	WORLD OF WARRIORS
Serial Number:	86299783	WORLD OF WARRIORS
Serial Number:	86279678	WORLD OF WARRIORS
Serial Number:	86275535	WORLD OF WARRIORS
Serial Number:	86539954	WORLD OF WARRIORS
Serial Number:	86540065	WORLD OF WARRIORS
Serial Number:	86556175	W

CORRESPONDENCE DATA

Fax Number: 3102774730

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: (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: 082853-0010

NAME OF SUBMITTER: GARY B. ROSENBAUM

SIGNATURE: /Gary B. Rosenbaum/

DATE SIGNED: 01/27/2016

Total Attachments: 8

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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of January 26, 2016 by and between TRIPLEPOINT VENTURE CAPITAL BDC CORP., a Maryland corporation and MIND CANDY LIMITED, a private limited company incorporated and registered under the laws of England and Wales with registered number 05119483.

The words "We", "Us", or "Our", refer to the grantee, which is TRIPLEPOINT VENTURE GROWTH BDC CORP. The words "You" or "Your" refers to the grantor, which is MIND CANDY LIMITED and not any individual. The words "the Parties" refers to both TRIPLEPOINT VENTURE GROWTH BDC CORP. and MIND CANDY LIMITED.

The Parties have entered into a Plain English Growth Capital and Accounts Receivable Loan and Security Agreement dated as of June 25, 2014 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

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

1. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents and Patent Licenses, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks and Trademark Licenses, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights and Copyright Licenses, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

Notwithstanding anything to the contrary herein, the term "Intellectual Property Collateral" shall not include any "intent-to-use" trademark at any times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would adversely affect Your rights to such trademarks under applicable law.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used herein but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default and during the occurrence of an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby agree that We may modify this Agreement without first obtaining Your approval of or signature to such modification solely by amending Schedules A, B, and C to this Agreement, as appropriate, solely to the extent necessary to include an accurate and correct reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest, which amendment shall become effective upon delivery to You of a written copy of such modified Schedule. We may exercise such right only until all of the Secured Obligations been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies 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 Us as a matter of law or equity. Each of Our rights, powers and remedies 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 Us 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 Us, of any or all other rights, powers or remedies.

Notwithstanding anything to the contrary in this Agreement, the Loan Agreement or any of the other Loan Documents, Our security interest and Lien shall not include any contract, instrument or chattel paper in which You have any right, title or interest, if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction

on assignment such that the creation of a security interest in Your right, title or interest therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived by the other party or such other party has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Intellectual Property Collateral" shall include, and You shall be deemed to have granted a security interest in, all of Your applicable rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

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.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: MIND CANDY LIMITED
Signature: H Stro
Print Name: H STRO
Title: FINANCE DIRECTOR

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between Mind Candy Limited, as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
None		

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
An Improved Messaging Protocol	Filed - 11.25.14	14/533,561

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Mind Candy Limited, as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
Moshi Monsters (Logo)	07.11.07	S77/245339 (R4599224)	Registered
Moshi Monsters (Logo)	08.02.07	S77/976397 (R3793144)	Registered
Moshlings (Word)	09.02.08	77614926 (R3839751)	Registered
Moshlings (Logo)	02.01.12	85541382 (R4442168)	Registered
Moshi Monsters Music (Logo)	02.14.12	85541883 (Reg4718733)	Registered
Moshi TV (Word)	02.09.12	85541396 (R4697905)	Registered
Moshi TV (Logo)	02.09.12	85541860 (R4718732)	Registered
Moshi Monsters Mash Up (Word)	11.29.10	4630511	Registered
Moshi Monsters Mash Up (Logo)	11.29.10	4630512	Registered
Moshi Mash Up (Word)	11.29.10	4630513	Registered
Moshi Games (Logo)	11.29.10	85/186433 (R4677138)	Registered
Moshi Games (Word)	11.29.10	4611952	Registered
Moshi Karts (Word)	12.16.11	85/497074 (R4697902)	Registered
Moshi Karts (Logo)	02.10.14	86202623 (Reg4726271)	Registered
Klash Karts (Word)	05.31.12	85639219 (R4453218)	Registered
Poppet (Logo)	10.31.12	85/784,392 (R4603967)	Registered
Poppet (Logo)	10.31.12	85/786,128 (R4706115)	Registered
Poppet (Logo)	10.31.12	85/982,910 (R4677295)	Registered
Katsuma (Word)	05.27.13	85/945,322 (R4494065)	Registered

Mind Candy (Word)	11.14.08	3769874	Registered
Mind Candy (Logo)	10.31.12	4464775	Registered
Perplex City (Word)	10.01.04	78593079/004056073	Registered

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
Moshi Monsters (Word)	09.14.13	86/073,354/010054583	Opposed
Moshi Monsters (Logo)	09.14.13	86/074,492	Opposed
Moshlings (Word)	09.14.13	86/075,314/012141149	Under examination
Moshling (Word- Singular)	12.13.13	86/143,603	Pending
Moshlings (Logo)	09.14.13	86/075,383 /012141156	Under examination
Moshi Monsters Music (Word)	02.09.12	85541896/010631968	Opposed
Candy Jam (Word)	02.28.13	85/865,811	Opposed
Poppet (Word)	12.13.13	86/976,269/011298825	Pending
Poppet (Word)	12.13.13	86/143,636	Pending
Poppet (Logo)	11.20.12	85/979,667	Pending
Jelly Chat (Word)	07.19.13	86/016,948	Withdrawn
Jollywood (Word)	04.30.14	86/269941/012837647	Pending
World of Warriors (Word)	05.30.14	86/299,796/012925781	Published
World of Warriors (Word)	05.30.14	86/299,783/012925781	Published
World of Warriors (Logo)	12.11.13	86279678/012411526	Awaiting registration
World of Warriors (Logo)	12.11.13	86275535/012411526	Awaiting registration
World of Warriors (Logo - #2)	02.10.15	86/539954/013724604	Suspended pending CTM
World of Warriors (Logo - #2)	02.10.15	86/540065/013724604	Suspended pending CTM
“W” (Logo)	12.11.14	86/556175	Opposed

SCHEDULE C

**To Plain English Intellectual Property Security Agreement
Between Mind Candy Limited, as You (Grantor)
And TriplePoint Venture Growth BDC Corp., as Us (Grantee)**

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None		