

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TinyCo, Inc.		09/08/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	15260 Ventura Boulevard		
Internal Address:	Suite 1800		
City:	Sherman Oaks		
State/Country:	CALIFORNIA		
Postal Code:	91406		
Entity Type:	Banking Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4825148	SPELLSTORM	
Registration Number:	4225754	TINY MONSTERS	
Registration Number:	4229811	TINY PETS	
Registration Number:	4816177	TINY VILLAGE	
Registration Number:	4816178	TINY ZOO FRIENDS	
Registration Number:	4816174	TINYCO	
Serial Number:	86368368	VIP POKER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	213-891-5607		
Email:	crachina@buchalter.com		
Correspondent Name:	Corina Rachina		
Address Line 1:	1000 Wilshire Blvd.		
Address Line 2:	12th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	Corina Rachina		
SIGNATURE:	/s/ Corina Rachina		

CH \$190.00 4825148

DATE SIGNED:

09/08/2016

Total Attachments: 10

source=Tinyco#page1.tif

source=Tinyco#page2.tif

source=Tinyco#page3.tif

source=Tinyco#page4.tif

source=Tinyco#page5.tif

source=Tinyco#page6.tif

source=Tinyco#page7.tif

source=Tinyco#page8.tif

source=Tinyco#page9.tif

source=Tinyco#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of the Effective Date by and between SILICON VALLEY BANK, a California banking corporation (“**Bank**”) and TINYCO, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to SGN Games, Inc., a Delaware corporation (the “**Borrower**”), (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower dated the Effective Date (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) and in that certain Unconditional Secured Guaranty and Pledge Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the “**Guaranty**”; capitalized terms used herein are used as defined in the Guaranty). Bank is willing to make the Loans to Borrower, 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 and Guaranty.

B. Pursuant to the terms of the Loan Agreement and the Guaranty, 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 and Guaranty, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement and Guaranty, 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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any interest of Grantor as a licensee or a sub-licensee under an inbound license or inbound sublicense of intellectual property if Grantor is prohibited by the terms of such license or sublicense agreement from granting a security interest in such license or sublicense or under which such an assignment or Lien would cause a default to occur under such license or sublicense (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-407(a) of Division 9 of the Code); provided, however, that upon termination of such prohibition, such interest shall immediately become Collateral without any action by Grantor or Bank.

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.

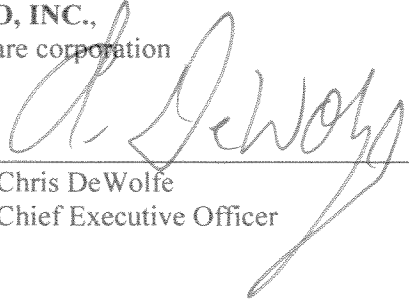
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature Pages Follow]

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:

TINYCO, INC.,
a Delaware corporation

By: 
Name: Chris DeWolfe
Title: Chief Executive Officer

[Signatures continue on next page.]

BANK:

SILICON VALLEY BANK,
a California banking corporation

By: Victoria Regan
Name: Victoria Regan
Title: Managing Director

Intellectual Property Security Agreement
(TinyCo, Inc.)

TRADEMARK
REEL: 005873 FRAME: 0509

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

See Attached Trademark Listing.

EXHIBIT D

Mask Works

None.

<p style="text-align: center;">TinyCo, Inc. Trademark Listing (as of August 19, 2016)</p>						
Trademark	Goods/Services (Int'l Cl. No.)	Serial No. or Registration No. (Filing Date or Registration Date)	Country	Owner of Record	Status/Internal Notes	
SPELLSTORM®	Computer game software for use on mobile and cellular phones; Downloadable computer game software via a global computer network and wireless devices. (Int'l Cl. 9)	4,825,148 (Oct. 6, 2015)	United States	TinyCo, Inc.	<ul style="list-style-type: none"> • REGISTERED • Sections 8 & 15 Declaration due on or before October 6, 2021 • REGISTERED 	
TINY MONSTERS®	Electronic game software for cellular telephones; Electronic game software for handheld electronic devices; Electronic game software for wireless devices. (Int'l Cl. 9)	4,225,754 (Oct. 16, 2012)	United States	TinyCo, Inc.	<ul style="list-style-type: none"> • Sections 8 & 15 Declaration due on or before October 16, 2018 • REGISTERED 	
TINY PETS®	Electronic game software for cellular telephones; Electronic game software for handheld electronic devices; Electronic game software for wireless devices. (Int'l Cl. 9)	4,229,811 (Oct. 23, 2012)	United States	TinyCo, Inc.	<ul style="list-style-type: none"> • Sections 8 & 15 Declaration due on or before October 23, 2018 • REGISTERED 	
TINY VILLAGE®	Computer game software for use on mobile and cellular phones; Downloadable computer game software via a global computer network and wireless devices. (Int'l Cl. 9)	4,816,177 (Sept. 22, 2015)	United States	TinyCo, Inc.	<ul style="list-style-type: none"> • Sections 8 & 15 Declaration due on or before September 22, 2021 • REGISTERED 	
TINY ZOO FRIENDS®	Computer game software for use on mobile and cellular phones; Downloadable computer game software via a global computer network and wireless devices. (Int'l Cl. 9)	4,816,178 (Sept. 22, 2015)	United States	TinyCo, Inc.	<ul style="list-style-type: none"> • Sections 8 & 15 Declaration due on or before September 22, 2021 • REGISTERED 	
TINYCO®	Computer game software for use on mobile and cellular phones; Downloadable computer game software via a global computer network and wireless devices. (Int'l Cl. 9)	4,816,174 (Sept. 22, 2015)	United States	TinyCo, Inc.	<ul style="list-style-type: none"> • Sections 8 & 15 Declaration due on or before September 22, 2021 • REGISTERED 	
VIP POKER	Computer game software for use on mobile and cellular phones; Downloadable computer game software via a global computer network and wireless devices. (Int'l Cl. 9)	86/368,368 (Aug. 15, 2014)	United States	TinyCo, Inc.	<ul style="list-style-type: none"> • Application Pending • Suspended; awaiting resumption of examination 	