

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Frog Design, Inc.		09/01/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Citicorp International Limited, as the Offshore Collateral Agent
Street Address:	13/F, Two Harbour Front
Internal Address:	22 Tak Fung Street, Hunghom
City:	Kowloon
State/Country:	HONG KONG
Entity Type:	Incorporated Limited Company: HONG KONG

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2458783	CREATIVE CONVERGENCE FOR THE ECONOMY
Registration Number:	2959983	FROG
Registration Number:	2481506	FROG
Registration Number:	2554673	FROG
Registration Number:	2596739	FROG
Registration Number:	2781008	FROG
Registration Number:	1213760	MELCOMOLY
Serial Number:	78469112	GELFROG
Serial Number:	78469109	PETFROG
Registration Number:	2406945	WIRES + TIRES

CORRESPONDENCE DATA

Fax Number: (212)878-8375
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-878-8476

CH \$265.00 2458783

Email: trademark.group@cliffordchance.com
Correspondent Name: Melissa Schrader
Address Line 1: Clifford Chance US LLP
Address Line 2: 31 West 52nd Street
Address Line 4: New York, NEW YORK 10019-6131

ATTORNEY DOCKET NUMBER:

9915-5

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Melissa Schrader

Signature:

/Melissa Schrader/

Date:

09/06/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated September 1, 2006 FROG DESIGN, INC., a California corporation (the "Grantor") in favor of CITICORP INTERNATIONAL LIMITED, as the Offshore Collateral Agent for the benefit of the Secured Parties (as defined in the Security Agreement referenced below).

WHEREAS, the Grantor has entered into a Security Agreement (as it may be amended or otherwise modified from time to time, the "Security Agreement") with the Offshore Collateral Agent. Terms used but not defined herein shall have the meaning given to them in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Offshore Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Trademarks of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with appropriate governmental authorities in the IP Jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to the Offshore Collateral Agent for the ratable benefit of the Secured Parties a continuing security interest in all of Grantor's right, title and interest in and to the following (collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark owned by the Grantor (including, without limitation, each Trademark registration and application therefor, referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of or symbolized by, each Trademark);

(ii) all registrations and applications for registration for any of the foregoing, together with all renewals thereof;

(iii) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing, including, without limitation, all proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, all proceeds and damages relating thereto.

Notwithstanding any provision of this Trademark Security Agreement to the contrary, the grant of security interest hereunder shall not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest, including, without limitation, all United States Trademark applications that are based on an intent-to-use, unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark.

Section 2. Security for Obligations. The grant of continuing security interest in the Trademark Collateral by Grantor under this Trademark Security Agreement secures the payment of all Obligations.

Section 3. Recordation. Grantor authorizes and requests that all applicable government officers and authorities record this Trademark Security Agreement.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in two counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the IP Jurisdictions. The security interest granted hereby has been granted to the Offshore Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. The Security Agreement (and all rights and remedies of the Offshore Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

FROG DESIGN, INC.,
as Grantor

By: 

Name: Doreen Lorenzo
Title: Chief Operating Officer


Address for Notices:
c/o Software Development Systems
3460 Hillview Avenue
Palo Alto, CA 94304-1138
Attention: Company Secretary

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003386 FRAME: 0172

Accepted:

CITICORP INTERNATIONAL LIMITED,
as Offshore Collateral Agent

By:  _____

Name:

Title:

Karen Wong
Assistant Vice President

Address for Notices:

13/F, Two Harbourfront, 227a Queen's Road East, Kowloon, Hong Kong

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003386 FRAME: 0173

**Schedule 1
to Trademark
Security Agreement**

Registered Owner/Grantor	Trademark	Registration No.	Application No.
	Creative Convergence		
frog design, inc.	for the Economy	2458783	75/812787
frog design, inc.	Frog	2959983	75/902155
frog design, inc.	Frog	2481506	75/812730
frog design, inc.	Frog	2554673	75/812729
frog design, inc.	Frog (Stylized/Color)	2596739	75/908461
frog design, inc.	Frog (Stylized/Color)	2781008	75/908778
frog design, inc.	frogdesign (Stylized)	1312760	73/458033
frog design, inc.	Gelfrog	n/a	78/469112
frog design, inc.	Petfrog	n/a	78/469109
frog design, inc.	Wires + Tires	2406945	75/547228