

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.		08/12/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent and Collateral Agent
Street Address:	901 Main Street
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2959983	FROG
Registration Number:	2481506	FROG
Registration Number:	2554673	FROG
Registration Number:	2596739	FROG
Registration Number:	2781008	FROG
Registration Number:	1312760	FROGDESIGN
Serial Number:	77777422	TEMPTD
Registration Number:	3645795	FROGTHINK
Registration Number:	3569394	FROG DESIGN MIND
Registration Number:	3563704	FROGBLOG

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-2222

900199705

TRADEMARK
REEL: 004605 FRAME: 0096

CH \$265.00 2959983

Email: ksolomon@stblaw.com
Correspondent Name: Marcela Robledo, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	004763/0001
NAME OF SUBMITTER:	Marcela Robledo
Signature:	/mr/
Date:	08/15/2011

Total Attachments: 5

source=14. Trademark Security Agreement#page1.tif
source=14. Trademark Security Agreement#page2.tif
source=14. Trademark Security Agreement#page3.tif
source=14. Trademark Security Agreement#page4.tif
source=14. Trademark Security Agreement#page5.tif

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 August 12, 2011, by FROG DESIGN, INC., a California corporation (the "Grantor") in favor of BANK OF AMERICA, N.A., as the Administrative Agent and the Collateral Agent (the "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 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 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.

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 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 (for which a statement of use pursuant to Section 1(d) of the Lanham Act or an amendment to allege use pursuant to Section 1(c) of the Lanham Act has not been filed), 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 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 authorities record this Trademark Security Agreement.

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

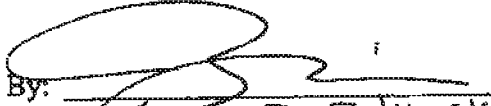
Section 5. Grants, Rights and Remedies. This Trademark Security Agreement has been delivered by the Grantor for the purpose of recording the grant of security interest herein. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement, is expressly subject to its terms and conditions and does not modify its terms or conditions or create any additional rights or obligations. The Security Agreement (and all rights and remedies of the 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.

[Remainder of this page intentionally left blank; signature page follows]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FROG DESIGN, INC., as Grantor

By: 
Name: Thomas E. Zajkowski
Title: CFO

[Signature Page to Trademark Security Agreement]

BANK OF AMERICA, N.A., as Agent for the Secured Parties

By: 
Name: **Fred Scully**
Title: **Vice President**

[Signature Page to Trademark Security Agreement]

SCHEDULE 1**U.S. Trademark Registrations and Applications**

Registered Holder	Trademark	Registration No.	Application No.
Frog Design, Inc.	FROG	2,959,983	75/902,155
Frog Design, Inc.	FROG	2,481,506	75/812,730
Frog Design, Inc.	FROG	2,554,673	75/812,729
Frog Design, Inc.	FROG (STYLIZED/COLOR)	2,596,739	75/908,461
Frog Design, Inc.	FROG (STYLIZED/COLOR)	2,781,008	75/908,778
Frog Design, Inc.	FROGDESIGN (STYLIZED)	1,312,760	73/458,033
Frog Design, Inc.	DESIGN ONLY	3,159,085	79/015,209
Frog Design, Inc.	FROG DESIGN	3,120,953	79/011,181
Frog Design, Inc.	TEMPTD	N/A	77/777,422
Frog Design, Inc.	FROGTHINK	3,645,795	77/469,660
Frog Design, Inc.	FROG DESIGN MIND	3,569,394	77/469,658
Frog Design, Inc.	FROGBLOG	3,563,704	77/469,651