

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
ROCKYOU, INC.		06/08/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 Six Mile Road, M/C 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4028841	GALACTIC TRADER
Registration Number:	4024965	ROCKYOU
Registration Number:	4024964	ROCKYOU
Registration Number:	4021649	ROCKYOU MEDIA
Registration Number:	4143123	ZOO WORLD
Registration Number:	3504904	LIKENESS
Registration Number:	3504878	LIKENESS
Registration Number:	3421533	ROCKYOU
Serial Number:	85095664	ROCKYOU

CORRESPONDENCE DATA

Fax Number: 8586385130
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 858-638-6730
 Email: susan.reynholds@dlapiper.com

CH \$240.00 4028841

Correspondent Name: DLA PIPER LLP (US)
Address Line 1: 4365 EXECUTIVE DRIVE, SUITE 1100
Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 329034-451

NAME OF SUBMITTER: Troy Zander

Signature: /s/ Troy Zander

Date: 06/14/2012

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 8, 2012 by and between COMERICA BANK ("Bank") and ROCKYOU, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of October 2, 2009, as amended from time to time, including by that certain First Amendment to Loan and Security Agreement dated as of April 21, 2011, that certain Second Amendment to Loan and Security Agreement dated as of July 21, 2011, that certain Third Amendment to Loan and Security Agreement dated as of December 21, 2011 and that certain Fourth Amendment to Loan and Security Agreement dated as of June 8, 2012 (as the same may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, 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 all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Bank hereby agrees that if, on April 1, 2013, Grantor demonstrates to Bank that no Event of Default has occurred since the Fourth Amendment Effective Date and that Grantor will, on a pro forma basis, be in compliance with all terms and conditions of the Loan Agreement thereafter, Bank shall, at Grantor's sole cost and expense, release its lien in the Intellectual Property Collateral and all rights therein shall revert to Grantor.

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.

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:

Address of Grantor:

208 Utah St., Suite 300
San Francisco, California 94103

Attn: Chief Executive Officer

ROCKYOU, INC.

By: _____

Title: _____

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By: _____

Title: _____

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Slayers social networking software.	TXu001578404	07/15/08
Vampires social networking software.	TXu001578398	07/15/08

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
User Content in Advertisements	11/893,558	08/15/07
Evaluation of Ordered Lists to Determine Similarities Between Users of a Network	12/143,794	06/22/08
A Method and System for Generating an Advertisement with Customized Content	12/356,520	01/20/09
Acquisition of User Data to Enhance a Content Targeting Mechanism	12/413,565	03/29/09

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
GALACTIC TRADER	4028841	02/28/11
ROCKYOU	85095664	07/29/10
ROCKYOU	4024965	09/13/11
ROCKYOU	4024964	09/13/11
ROCKYOU MEDIA	4021649	09/06/11
ZOO WORLD	4143123	05/15/12
LIKENESS	3504904	09/23/08
LIKENESS	3504878	09/23/08
ROCKYOU	3421533	05/06/08