

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
North Star Games, LLC		02/28/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	EB Trust
Street Address:	11909 Tallwood Ct.
City:	Potomac
State/Country:	MARYLAND
Postal Code:	20854
Entity Type:	TRUST: MARYLAND
Composed Of:	<ul style="list-style-type: none"> • Evelyn Burton, UNITED STATES, INDIVIDUAL

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	86014306	ALPHABET SOUP
Serial Number:	86182312	WITS & WAGERS
Serial Number:	85441106	WITS AND WAGERS
Serial Number:	85839973	
Serial Number:	85839803	CLUBS
Registration Number:	3143123	NORTH STAR GAMES
Registration Number:	3544755	SAY ANYTHING

CORRESPONDENCE DATA

Fax Number: 3012302891

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 301-230-5200

Email: snadler@shulmanrogers.com

CH \$190.00 86014306

Correspondent Name: Simon Nadler
Address Line 1: 12505 Park Potomac Ave.
Address Line 2: Sixth Fl.
Address Line 4: Potomac, MARYLAND 20854

ATTORNEY DOCKET NUMBER:	122745.00002
NAME OF SUBMITTER:	Nora Whitescarver
Signature:	/naw/
Date:	02/28/2014

Total Attachments: 5
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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (this "Agreement"), dated February 28, 2014, by North Star Games, LLC (the "NSG") in favor of The EB Trust (the "Trust").

RECITALS

WHEREAS, the Trust and NSG are simultaneously entering into that certain Revolving Loan Agreement, Secured Revolving Promissory Note and Security Interest Agreement (together, along with all other documents entered into in connection therewith, the "Loan Documents"), each dated as of even date herewith; and

WHEREAS, NSG has agreed to secure its obligations to the Trust under the Loan Documents by granting to the Trust a security interest in all of the assets and properties of NSG, including, among other property, certain Trademarks and Patents (each as defined below) of NSG, and has agreed as a condition to the Trust entering into the Loan Documents to execute this Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms – Unless otherwise defined herein, capitalized terms in this Agreement shall have the meaning given to them in the Security Interest Agreement.
2. Grant of Security Interest – In accordance and in conjunction with the Security Interest Agreement between NSG and the Trust, NSG hereby grants and conveys to the Trust a continuing security interest in all of its right, title and interest in and to any and all now owned or existing or hereafter acquired, created or arising trade names, trademarks, service marks, designs, trademark, service mark and trade name registrations, and applications for registration (including registrations resulting therefrom), logos and other business identifiers, domestic and foreign, and all rights of whatever kind appurtenant thereto (whether pursuant to a license or otherwise), including all of those used by NSG in whole or in part in conducting its business and including the marks, names, applications and registrations that are listed on Exhibit A attached hereto and the good will of the business to which each of the Trademarks relates (collectively the "Trademarks"), and any patents, either registered or pending, and any divisions, continuations, continuations-in-part, substitutions, reissues, reexaminations and extensions thereof and all rights of priority resulting from the filing of an application or provisional application, foreign or domestic (collectively, the "Patents"). If NSG obtains rights to any new Trademarks or Patents, the provisions of Section 1 will automatically apply to such new Trademarks or Patents regardless of whether those new Trademarks or Patents are set forth on Exhibit A.
3. Security for Obligations – The grant of a continuing security interest in the Trademarks or Patents by NSG under this Agreement secures the payment of all of NSG's Obligations.
4. Recordation – NSG authorizes and requests that the U.S. Patent and Trademark Office record this Agreement.
5. Execution in Counterparts – This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement.


6. Grants, Rights and Remedies – This Agreement has been executed and delivered by NSG for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Trust in connection with the Security Interest Agreement and Loan Documents. The Loan Documents, including the Security Agreement (and all rights and remedies of the Trust thereunder), will remain in full force and effect in accordance with their terms.
7. Termination. Upon the termination of the Security Interest Agreement in accordance with Section 9 thereof, the Trust shall, at the expense of NSG, execute, acknowledge, and deliver to NSG an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks or Patents under this Agreement and any other documents required to evidence the termination of the Trust's interest in the Trademarks or Patents.
8. Governing Law – This Agreement will be governed by, and construed in accordance with, the laws of the State of Maryland.

Signatures Appear on Following Page

IN WITNESS WHEREOF, the parties have executed, or caused to be executed, this Agreement as of the date first set forth above.

Satish Pillal
Satish Pillalamanni
Co-President

NORTH STAR GAMES, LLC

By: 
Dominic Crapuchettes, President

THE EB TRUST

By: _____
Evelyn Burton, Grantor

Simultaneous Trademark and Patent Security Agreement

IN WITNESS WHEREOF, the parties have executed, or caused to be executed, this Agreement as of the date first set forth above.

NORTH STAR GAMES, LLC

By: _____
Dominic Crapuchettes, President

THE EB TRUST

By: Evelyn Burton, Trustee
Evelyn Burton, Grantor

Signature Page to Trademark and Patent Security Agreement

EXHIBIT A

Patents

Patent Number	App #	Filing Date	Issue Date of Patent
7651095	11/203,283	8/16/05	1/26/10
7758048	11/203,306	8/15/05	7/20/10
pending	12/797,589	6/8/10	n/a

Trade Marks

Mark	App#	Reg No.
Alphabet Soup	86014306	pending
Wits & Wagers	86182312	pending
Wits and Wagers	85441106	pending
Shadow People	85839973	pending
Clubs	85839803	pending
North Star Games	78445472	3143129
Say Anything	77343168	3544755