

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304334

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Guest-Tek Interactive Entertainment Inc.		03/18/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn, 7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3166481	IBAHN
Registration Number:	3166482	IBAHN
Registration Number:	3163927	IBAHN
Registration Number:	3163928	IBAHN
Registration Number:	3267556	IBAHN
Registration Number:	3267557	IBAHN
Registration Number:	3267558	IBAHN
Registration Number:	3267603	IBAHN
Registration Number:	3414977	IBAHN SPEED SOLUTION
Registration Number:	3777220	ITRAVELLER

CORRESPONDENCE DATA

Fax Number: 2148558200

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

Phone: 2148558000

Email: chris.andersen@nortonrosefulbright.com

Correspondent Name: Erin B. Roth

Address Line 1: 2200 Ross Avenue, Suite 2800

Address Line 2: Fulbright & Jaworski LLP

Address Line 4: Dallas, TEXAS 75201-2784

TRADEMARK

ATTORNEY DOCKET NUMBER:	11314163
NAME OF SUBMITTER:	Chris Andersen
SIGNATURE:	/chris andersen/
DATE SIGNED:	05/13/2014

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is made as of March 18, 2014, by GUEST-TEK INTERACTIVE ENTERTAINMENT INC., a California corporation (the "Grantor"), for the benefit of JPMORGAN CHASE BANK, N.A., as lender (in such capacity, "Lender").

WITNESSETH:

WHEREAS, the Grantor as borrower and Lender have entered into that certain Credit Agreement of even date herewith (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement", all capitalized terms used herein but not otherwise defined herein shall be used as defined in the Credit Agreement); and

WHEREAS, it is a condition precedent to the Credit Agreement that the Grantor shall have executed and delivered that certain Pledge and Security Agreement dated of even date herewith, made by the Grantor to Lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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 Lender a security interest in all of Grantor's right, title and interest in and to the following (the "Collateral"):

- a) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");
- c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

- d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, 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;
- e) 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, such damages; and
- f) 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 Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this Agreement secures the payment of all Secured Obligations of Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by Grantor to Lender under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of 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 Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

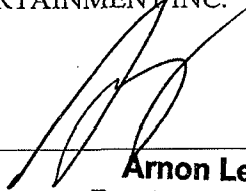
SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantors and the Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTOR:

GUEST-TEK INTERACTIVE
ENTERTAINMENT INC.

By: 
Name: **Arnon Levy**
Title: **President & CEO**

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005278 FRAME: 0937

LENDER:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Kevin Kemp
Title: Authorized Officer

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005278 FRAME: 0938

Schedule A

Patents

None.

Patent Applications

None.

Schedule B*Trademarks*

Name of Grantor	Trademark	Registration Date	Registration Number
Guest-Tek Interactive Entertainment Inc.	iBAHN	10/31/2006	3,166,481
Guest-Tek Interactive Entertainment Inc.	IBAHN	10/31/2006	3,166,482
Guest-Tek Interactive Entertainment Inc.	iBAHN	10/24/2006	3,163,927
Guest-Tek Interactive Entertainment Inc.	iBAHN	10/24/2006	3,163,928
Guest-Tek Interactive Entertainment Inc.	iBAHN Logo (Burgundy)	7/24/2007	3,267,556
Guest-Tek Interactive Entertainment Inc.	iBAHN Logo (Burgundy)	7/24/2007	3,267,557
Guest-Tek Interactive Entertainment Inc.	iBAHN Logo (Burgundy)	7/24/2007	3,267,558
Guest-Tek Interactive Entertainment Inc.	iBAHN Logo (Burgundy)	7/24/2007	3,267,603
Guest-Tek Interactive Entertainment Inc.	iBAHN Speed Solution	4/22/2008	3,414,977
Guest-Tek Interactive Entertainment Inc.	ITRAVELLER	4/20/2010	3,777,220
Guest-Tek Interactive Entertainment Inc.	ITRAVELLER		WO 1 030 863
Guest-Tek Interactive Entertainment Inc.	iBAHN Logo (Burgundy)		WO 1 035 406
Guest-Tek Interactive Entertainment Inc.	iBAHN Logo (Yellow)		WO 866 407
Guest-Tek Interactive Entertainment Inc.	ITRAVELLER		WO 1 030 863
Guest-Tek Interactive Entertainment Inc.	iBAHN Logo (Yellow)		4,616,074
Guest-Tek Interactive Entertainment Inc.	ITRAVELLER		WO 1 030 863
Guest-Tek Interactive Entertainment Inc.	iBAHN Logo (Yellow)		300,489,817
Guest-Tek Interactive Entertainment Inc.	iBAHN Logo (Burgundy)		WO 1 035 406
Guest-Tek Interactive Entertainment Inc.	iBAHN Logo (Yellow)		WO 866 407
Guest-Tek Interactive Entertainment Inc.	ITRAVELLER		WO 1 030 863
Guest-Tek Interactive Entertainment Inc.	iBAHN Logo (Yellow)		WO 866 407

Guest-Tek Interactive Entertainment Inc.	iBAHN Logo (Yellow)		WO 866 407
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Schedule C

Copyrights

None.