

**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
IWIN, INC.		08/19/2008	CORPORATION:

**RECEIVING PARTY DATA**

Name:	Bridge Bank, National Association
Street Address:	55 Almaden Blvd.
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Serial Number:	77256335	MAH JONG QUEST EXPEDITIONS
Serial Number:	77256318	JEWEL QUEST EXPEDITIONS
Serial Number:	77299398	POLLY PRIDE
Serial Number:	77299391	POLLY PRIDE
Serial Number:	77299375	GARDEN DEFENSE
Serial Number:	77299369	GARDEN DEFENSE
Serial Number:	77242411	FLEET COMMAND
Serial Number:	77306109	ICOIN
Serial Number:	77220507	ONLINE PARTY
Serial Number:	77301059	ICOIN
Serial Number:	77042615	MAH JONG QUEST
Serial Number:	77024820	IFUN
Serial Number:	77024411	ICOINS
Serial Number:	77024380	ICOINS

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Serial Number:	76114165	PLAYSITE
Serial Number:	76086853	IWIN.COM
Serial Number:	76977730	WORDSCAPE
Serial Number:	76666426	MAH JONG QUEST
Serial Number:	76602510	IWIN
Serial Number:	76601680	GRIDDLER
Serial Number:	76601676	JEWEL QUEST
Serial Number:	76601675	WORDSCAPE
Serial Number:	76601506	GROOVIN
Serial Number:	76114174	PLAYSITE
Serial Number:	76114173	PLAYSITE
Serial Number:	76114166	PLAYSITE
Serial Number:	75801625	IWIN.COM

**CORRESPONDENCE DATA**

Fax Number: (858)638-5033  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 8586386733  
Email: karen.johanson@dlapiper.com  
Correspondent Name: DLA PIPER US LLP  
Address Line 1: 4365 Executive Drive, Suite 1100  
Address Line 2: ATTN: KAREN JOHANSON  
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	355157-35
NAME OF SUBMITTER:	Troy Zander
Signature:	/Troy Zander/
Date:	08/26/2008

Total Attachments: 6  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 19, 2008, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and IWIN, INC., ("Grantor") is made with reference to the Loan and Security Agreement, dated as of August 19, 2008 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

Concurrently with Grantor's indefeasible payment in full of all Obligations owing under the Loan Agreement and each of the Loan Documents and the termination of Lender's obligation to make Credit Extensions thereunder, the security interest granted pursuant hereto shall terminate, and Lender shall execute and deliver all documents necessary or appropriate to release its Liens and deliver evidence of the same to Grantor.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

IWIN, INC.

By: Charles J. Wolf Jr  
Name: Charles J. Wolf Jr  
Title: CEO

Address for Notices:

625 2nd Street, Suite 201  
San Francisco, CA 94107  
Attn: VP Finance  
FAX: (415) 398-7271

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: Michael Lederman  
Name: Michael Lederman  
Title: VP

Address for Notices:

Attn: Mike Lederman  
55 Almaden Blvd.  
San Jose, CA 95113  
Tel: (408) 556-8500  
Fax: (408) 423-8520

EXHIBIT A  
COPYRIGHTS

Description	Registration/ Application Number	Registration/ Application Date
None.		

EXHIBIT B  
TRADEMARKS

<u>Description</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Mah Jong Quest Expeditions	77256335	8/15/07	n.a.
Jewel Quest Expeditions	77256318	8/15/07	8/5/08
Polly Pride <sup>(1)</sup>	77299398	10/9/07	n.a.
Polly Pride <sup>(1)</sup>	77299391	10/9/07	n.a.
Garden Defense	77299375	10/9/07	n.a.
Garden Defense	77299369	10/9/07	n.a.
Fleet Command	77242411	7/30/07	n.a.
iCoin	77306109	10/17/07	n.a.
Online Party	77220507	7/2/07	3/11/08
iCoin <sup>(2)</sup>	77301059	10/10/07	n.a.
Mah Jong Quest	77042615	11/13/06	10/02/07
iFun	77024820	10/19/06	n.a.
iCoins <sup>(2)</sup>	77024411	10/18/06	n.a.
iCoins <sup>(2)</sup>	77024380	10/18/06	n.a.
Playsite	76114165	8/21/00	12/28/04
iWin.com	76086853	7/11/00	12/10/02
Wordscape	76977730	7/12/04	3064972
Mah Jong Quest	76666426	9/22/06	10/30/07
iWin	76602510	7/16/04	1/31/06
Griddler	76601680	7/12/04	1/31/06
Jewel Quest	76601676	7/12/04	1/24/06
Wordscape	76601675	7/12/04	12/4/07
Groovin	76601506	7/12/04	1/31/06
Playsite	76114174	8/21/00	7/2/02
Playsite	76114173	8/21/00	10/14/03
Playsite	76114166	8/21/00	7/2/02
iWin.com	75301625	9/17/99	10/22/02
Jojo's Fashion Show <sup>(3)</sup>	n.a.	n.a.	n.a.

<sup>(1)</sup> Opposition has been filed by Mattel, Inc. and Origin Products Limited. A verbal settlement has been reached, the terms of which include iWin's Abandonment of both its POLLY PRIDE marks.

<sup>(2)</sup> Suspended.

<sup>(3)</sup> Trademark application to be submitted to the USPTO in September, 2008.

EXHIBIT C

PATENTS

Description	Registration/Application Number	Registration/ Application Date
None.		

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