

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
Megatouch, LLC		03/01/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Administrative Agent
Street Address:	30 South Wacker Drive
Internal Address:	Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 84

Property Type	Number	Word Mark
Serial Number:	85419267	ML1
Registration Number:	2791016	11 BALL
Registration Number:	4168877	11 BALL
Registration Number:	2127824	11 UP
Registration Number:	4132990	11 UP
Registration Number:	2627241	AIR SHOT
Registration Number:	2572136	BOXXI
Serial Number:	85269367	CARD BANDITS
Registration Number:	2309859	CENTURY
Registration Number:	2444548	CHUG 21
Registration Number:	2610477	CRAZY HEARTS
Registration Number:	3897602	FIREFLY
Registration Number:	2666996	FOXY BOXXI

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Registration Number:	2719873	GENDER BENDER
Registration Number:	2093860	GREAT SOLITAIRE
Registration Number:	2844148	HOOP JONES
Registration Number:	4055611	HOOP JONES
Registration Number:	2589653	EUCHRE NIGHTS
Registration Number:	2842795	GREAT SOLITAIRE
Registration Number:	2489988	MAXX
Registration Number:	2299614	MEGATOUCH XL
Registration Number:	2446509	PILE HIGH
Registration Number:	2295448	QUINT-ZEE
Registration Number:	2484865	ZIP 21
Registration Number:	2629484	11 BALL
Registration Number:	2769764	DOUBLE PLATINUM EDITION
Registration Number:	2772345	EMERALD EDITION
Registration Number:	2701115	MAXX CLASSIC
Registration Number:	2684470	MEGA TOUCH MAXX DIAMOND EDITION
Registration Number:	2734455	MEGA TOUCH MAXX RUBY EDITION
Registration Number:	2942539	MEGA TUNES
Registration Number:	2744263	TITANIUM EDITION
Registration Number:	2920476	MEGATOUCH MAXX SAPPHIRE EDITION
Registration Number:	4272905	ML
Registration Number:	2971839	KID'S CLUB
Registration Number:	3051354	MEGATOUCH E.V.O.
Registration Number:	3024223	MEGATOUCH FUN ZONE
Registration Number:	3350339	M MERIT ENTERTAINMENT
Registration Number:	2542423	LOOK OUT
Registration Number:	3562326	LUCKY 11'S
Registration Number:	4016118	LUCKY 11'S
Registration Number:	1323436	M
Registration Number:	2295449	MEGA LINK
Registration Number:	2787256	MEGANET
Registration Number:	2061411	MEGATOUCH
Registration Number:	3501297	MEGATOUCH ENTERTAINER
Registration Number:	2694101	MEGATOUCH FORCE
Registration Number:	3360804	MERIT ENTERTAINMENT

	1436546	MII
Registration Number:	4193111	
Registration Number:	4035112	MONKEY BASH
Registration Number:	2438660	MONSTER MADNESS
Registration Number:	4136767	MONSTER MADNESS
Registration Number:	2654854	MOONDROP
Registration Number:	4235271	MYSTICAL STRIKE
Registration Number:	4235273	NERDY BIRDS
Registration Number:	2580074	OUTER SPADES
Registration Number:	2308666	PHOTO HUNT
Registration Number:	3895980	PHOTO HUNT
Registration Number:	2295447	PIX MIX
Registration Number:	2447909	POWER SOLITAIRE
Registration Number:	4010372	PRIZE FARM
Registration Number:	2572851	PUCK SHOT
Registration Number:	2301689	QUIK CELL
Registration Number:	2295450	QUIK MATCH
Registration Number:	2701346	RADION
Registration Number:	4141520	ROCK MAHJONG
Registration Number:	2561185	ROYAL FLASH
Registration Number:	2055424	RUN 21
Registration Number:	4132982	RUN 21
Registration Number:	2570815	SNAP SHOT
Registration Number:	4132988	SUPER BOXXI
Registration Number:	2301685	TAI-PLAY
Registration Number:	1323426	THE PIT BOSS
Registration Number:	1415133	TIC TAC TRIVIA
Registration Number:	2459868	TOURNAMAXX
Registration Number:	2071940	TRITOWERS
Registration Number:	4132983	TRITOWERS
Registration Number:	1355644	TRIVIA WHIZ
Registration Number:	4203091	TRIVIA WHIZ JR.
Registration Number:	2539479	WILD APES
Registration Number:	4242724	WORD DOJO
Registration Number:	0948890	

3014130

STARBRITE

CORRESPONDENCE DATA

Fax Number: 3128637827

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

Phone: 3122013927

Email: vandy.fitzpatrick@goldbergkohn.com

Correspondent Name: Vandy F. Fitzpatrick - Paralegal

Address Line 1: 55 East Monroe Street

Address Line 2: Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

4975.022

NAME OF SUBMITTER:

Vandy F. Fitzpatrick

Signature:

/Vandy F. Fitzpatrick/

Date:

03/25/2013

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 1, 2013, by MEGATOUCHE, LLC, a Delaware limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Administrative Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of April 13, 2009 by and among AMI Entertainment Network, Inc. ("Borrower"), Administrative Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated Guarantee and Collateral Agreement dated as April 13, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, on behalf of itself and Lenders, a continuing (until all of the Obligations have been satisfied by payment in full, no Letter of Credit which is not fully cash collateralized in a manner reasonably acceptable to Administrative Agent is outstanding and the Commitments have been terminated) first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

MARK	REGISTRATION DATE	SERIAL NO.	REG. NO.
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Megatouch, LLC – Trademarks – U.S.

<u>Trademark</u>	<u>Country</u>	<u>Serial No./ Reg. No.</u>	<u>Filing Date/ Reg. Date</u>
ML1	U.S.	85-419267	09/09/11
11 BALL	U.S.	76-491919 2,791,016	02/24/03 12/09/03
11 BALL	U.S.	85-264635 4,168,877	03/11/11 07/03/12
11 UP	U.S.	75-137235 2,127,824	07/22/96 01/06/98
11 UP	U.S.	85-264599 4,132,990	03/11/11 04/24/12
AIR SHOT	U.S.	76-041586 2,627,241	05/05/00 10/01/02
BOXXI	U.S.	76-121717 2,572,136	08/31/00 05/21/02
CARD BANDITS	U.S.	85-269367 5,242,723	03/17/11 11/13/12
CENTURY	U.S.	75-453712 2,309,859	03/20/98 01/18/00
CHUG 21	U.S.	76-049923 2,444,548	05/17/00 04/17/01
CRAZY HEARTS	U.S.	76-121710 2,610,477	08/31/00 08/20/02
FIREFLY	U.S.	77-402431 3,897,602	02/21/08 12/28/10
FOXY BOXXI	U.S.	76-120426 2,666,996	08/31/00 12/24/02
GENDER BENDER	U.S.	76-251563 2,719,873	05/04/01 05/27/03

GREAT SOLITAIRE	U.S.	75-121964 2,093,860	06/19/96 09/02/97
HOOP JONES	U.S.	75-498990 2,844,148	06/08/98 05/25/04
HOOP JONES	U.S.	85-264516 4,055,611	03/11/11 11/15/11
EUCHRE NIGHTS	U.S.	2589653	07/02/02
GREAT SOLITAIRE	U.S.	2842795	05/18/04
MAXX	U.S.	2489988	09/18/01
MAXX (& Design)	U.S.	2637958	10/22/02
MEGATOUCH XL	U.S.	2299614	12/14/99
PILE HIGH	U.S.	2446509	04/24/01
QUINT-ZEE	U.S.	2295448	11/30/99
ZIP 21	U.S.	2484865	09/04/01
11 BALL	U.S.	2629484	10/01/02
DOUBLE PLATINUM EDITION	U.S.	2769764	09/30/03
EMERALD EDITION	U.S.	2772345	10/07/03
MAXX CLASSIC	U.S.	2701115	03/25/03
MAXX ELITE	U.S.	2752222	06/10/03
MAXX SELECT	U.S.	2752221	06/10/03
MEGATOUCH MAXX DIAMOND EDITION	U.S.	2684470	02/04/03
MEGATOUCH MAXX RUBY EDITION	U.S.	2734455	07/08/03
MEGA TUNES	U.S.	2942539	04/19/05
TITANIUM EDITION	U.S.	2744263	07/29/03
MEGATOUCH MAXX SAPPHIRE EDITION	U.S.	2920476	01/25/02
ML	U.S.	4272905	01/08/13

KID'S CLUB	U.S.	2971839	07/19/05
MEGATOUCH E.V.O.	U.S.	3051354	01/24/06
MEGATOUCH FUN ZONE	U.S.	3024223	12/06/05
MERIT ENTERTAINMENT	U.S.	3350339	12/04/07
LOOK OUT	U.S.	76-041587 2,542,423	05/05/00 02/26/02
LUCKY 11'S	U.S.	77-388914 3,562,326	02/05/08 01/13/09
LUCKY 11'S	U.S.	85-264500 4,016,118	03/11/11 08/23/11
M and Design	U.S.	73-473772 1,323,436	04/04/84 03/05/85
M MERIT ENTERTAINMENT and Design	U.S.	78-923836 3,350,339	07/06/06 12/04/07
MEGA LINK	U.S.	75-497878 2,295,449	06/08/98 11/30/99
MEGANET	U.S.	76-378135 2,787,256	03/01/02 11/25/03
MEGATOUCH	U.S.	75-121963 2,061,411	06/19/96 05/13/97
MEGATOUCH ENTERTAINER	U.S.	77-384072 3,501,297	01/30/08 09/16/08
MEGATOUCH FORCE	U.S.	76-347456 2,694,101	122/11/01 03/04/03
MERIT ENTERTAINMENT	U.S.	78-893244 3,360,804	05/25/06 12/25/07
MII and Design	U.S.	73-616253 1,436,546	08/22/86 04/14/87
MISCELLANEOUS DESIGN (M Logo)	U.S.	85-365477 4,193,111	07/07/11 08/21/2012
MONKEY BASH	U.S.	85-269256 4,035,112	03/17/11 10/04/11
MONSTER MADNESS	U.S.	76-047125 2,438,660	05/15/00 03/27/01
MONSTER MADNESS	U.S.	85-2646104 4,136,767	03/11/11 05/01/12
MOONDROP	U.S.	76-120007 2,654,854	08/31/00 11/26/02
MYSTICAL STRIKE	U.S.	85-498838 4,235,271	12/19/11 10/30/12

NERDY BIRDS	U.S.	85-498854 4,235,273	12/19/11 10/30/12
OUTER SPADES	U.S.	76-121709 2,580,074	08/31/00 06/11/02
PHOTO HUNT	U.S.	75-497882 2,308,666	06/08/98 01/18/00
PHOTO HUNT	U.S.	77-778283 3,895,980	07/10/09 12/28/10
PIX MIX	U.S.	75-497844 2,295,447	06/08/98 11/30/99
POWER SOLITAIRE	U.S.	76-045612 2,447,909	05/11/00 05/01/01
PRIZE FARM	U.S.	85-070905 4,010,372	06/24/10 08/09/11
PUCK SHOT	U.S.	76-049954 2,572,851	05/17/00 05/28/02
QUIK CELL	U.S.	75-498727 2,301,689	06/08/98 12/21/99
QUIK MATCH	U.S.	75-497880 2,295,450	06/08/98 11/30/99
RADION	U.S.	76-347455 2,701,346	12/11/01 03/25/03
ROCK MAHJONG	U.S.	85-354362 4,141,520	06/23/11 05/15/12
ROYAL FLASH	U.S.	76-045611 2,561,185	05/11/00 04/16/02
RUN 21	U.S.	75-121965 2,055,424	06/19/96 04/22/97
RUN 21	U.S.	85-264526 4,132,982	03/11/11 04/24/12
SNAP SHOT	U.S.	76-049952 2,570,815	05/17/00 05/21/02
SUPER BOXXI	U.S.	85-264583 4,132,988	03/11/11 04/24/12
TAI-PLAY	U.S.	75-497881 2,301,685	06/08/98 12/21/99
THE PIT BOSS	U.S.	73-440025 1,323,426	08/18/83 03/05/85
TIC TAC TRIVIA	U.S.	73-569557 1,415,133	11/20/85 10/28/86
TOURNAMAXX	U.S.	76-101609 2,459,868	08/03/00 06/12/01
-TRITOWERS (Stylized)	U.S.	75-148394 2,071,940	08/12/96 06/17/97
TRITOWERS	U.S.	85-264548 4,132,983	03/11/11 04/24/12

TRIVIA WHIZ	U.S.	73-522950 1,355,644	02/19/85 08/20/85
TRIVIA WHIZ JR.	U.S.	85-264622 4,203,091	03/11/11 09/04/12
WILD APES	U.S.	76-049927 2,539,479	05/17/00 02/19/02
WORD DOJO	U.S.	85-269375 4,242,724	03/17/11 11/13/12
MISCELLANEOUS DESIGN	U.S.	72-378296 948,890	12/09/70 12/19/72
STARBRITE	U.S.	78-410297 3,014,130	04/29/04 11/08/05

