

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336166

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trion Worlds, Inc.		03/25/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Lighthouse Capital Partners VI, L.P.		
Street Address:	3555 Alameda de las Pulgas, Ste 200		
Internal Address:	Attn: Contracts Administration		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4622592	GLYPH	
Serial Number:	86297578	NIGHTMARE TIDE	
Serial Number:	86297586	NIGHTMARE TIDE	
Serial Number:	86297589	NIGHTMARE TIDE	
Serial Number:	86491601	REACTOR	
Registration Number:	4607248	TROVE	
CORRESPONDENCE DATA			
Fax Number:	6502330114		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-233-1003		
Email:	grace@lcpartners.com		
Correspondent Name:	Grace Gillen		
Address Line 1:	3555 Alameda de las Pulgas, Ste 200		
Address Line 2:	Lighthouse Capital Partners VI, L.P.		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	TRION - TRADEMARKS		
NAME OF SUBMITTER:	Grace Gillen		
SIGNATURE:	/GraceGillen/		

OP \$165.00 4622592

DATE SIGNED:	03/25/2015
---------------------	------------

Total Attachments: 7

- source=IPSA Amend #1 -3.25.15 Trion#page1.tif
- source=IPSA Amend #1 -3.25.15 Trion#page2.tif
- source=IPSA Amend #1 -3.25.15 Trion#page3.tif
- source=IPSA Amend #1 -3.25.15 Trion#page4.tif
- source=IPSA Amend #1 -3.25.15 Trion#page5.tif
- source=IPSA Amend #1 -3.25.15 Trion#page6.tif
- source=IPSA Amend #1 -3.25.15 Trion#page7.tif

AMENDMENT NO. 1 ("IPSA Amendment 1")

Dated March 24, 2015

to
that certain Intellectual Property Security Agreement
dated as of October 10, 2013, as amended (the "Agreement"), by and between
LIGHTHOUSE CAPITAL PARTNERS VI, L.P. ("Lender") and
TRION WORLDS, INC., a Delaware corporation ("Borrower").

RECITALS

WHEREAS, Borrower and Lender have previously entered into that certain Intellectual Property Security Agreement dated as of October 10, 2013, as amended by that certain Release of Security Interest of Intellectual Property dated as of February 24, 2014 (the "Agreement"); all capitalized terms not otherwise defined herein are defined in the Agreement;

WHEREAS, Borrower has subsequently filed certain applications to register certain Patents and Trademarks in the United States and other jurisdictions (collectively, the "New IP");

WHEREAS, Borrower wishes to confirm such New IP is subject to the Agreement and that Lender is authorized to perfect its security interest in such New IP by filing against it in the United States and other jurisdictions, subject to all of the terms and conditions hereof and of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties hereby agree to modify the Agreement as follows:

1. "Exhibit B" attached to this IPSA Amendment 1 identifies Patents as Collateral granted to Lender under the Agreement as well as the Collateral constituting the New IP, and hereby amends, restates and replaces the form of Exhibit B currently attached to the Agreement.
2. "Exhibit C" attached to this IPSA Amendment 1 identifies Trademarks as Collateral granted to Lender under the Agreement, as well as the Collateral constituting the New IP, and hereby amends, restates and replaces the form of Exhibit C currently attached to the Agreement.
3. Borrower confirms that Lender has all the rights in connection with the Collateral constituting the New IP, including without limitation, rights to file and record its interest in the proper filing places in the United States and other applicable jurisdictions pursuant to the Loan and Security Agreement dated September 20, 2010, as amended and the Agreement, as it has with respect to the Collateral assigned under the Agreement.
4. Except as amended hereby, the Agreement remains unmodified and in full force and effect.

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

TRION WORLDS, INC.,



LIGHTHOUSE CAPITAL PARTNERS VI, L.P.

By: LIGHTHOUSE MANAGEMENT PARTNERS VI, L.L.C., its general partner

By: _____

By: _____

Name: Ken Ouyang

Name: _____

Title: CFO

Title: _____

Attachments

- Exhibit B U.S. Patents and Patent Applications
- Exhibit C U.S. Trademarks and Trademark Applications

AMENDMENT NO. 1 ("IPSA Amendment 1")

Dated March 27, 2015

to
that certain Intellectual Property Security Agreement
dated as of October 10, 2013, as amended (the "Agreement"), by and between
LIGHTHOUSE CAPITAL PARTNERS VI, L. P. ("Lender") and
TRION WORLDS, INC., a Delaware corporation ("Borrower").

RECITALS

WHEREAS, Borrower and Lender have previously entered into that certain Intellectual Property Security Agreement dated as of October 10, 2013, as amended by that certain Release of Security Interest of Intellectual Property dated as of February 24, 2014 (the "Agreement"); all capitalized terms not otherwise defined herein are defined in the Agreement;

WHEREAS, Borrower has subsequently filed certain applications to register certain Patents and Trademarks in the United States and other jurisdictions (collectively, the "New IP");

WHEREAS, Borrower wishes to confirm such New IP is subject to the Agreement and that Lender is authorized to perfect its security interest in such New IP by filing against it in the United States and other jurisdictions, subject to all of the terms and conditions hereof and of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties hereby agree to modify the Agreement as follows:

1. "Exhibit B" attached to this IPSA Amendment 1 identifies Patents as Collateral granted to Lender under the Agreement as well as the Collateral constituting the New IP, and hereby amends, restates and replaces the form of Exhibit B currently attached to the Agreement.
2. "Exhibit C" attached to this IPSA Amendment 1 identifies Trademarks as Collateral granted to Lender under the Agreement, as well as the Collateral constituting the New IP, and hereby amends, restates and replaces the form of Exhibit C currently attached to the Agreement.
3. Borrower confirms that Lender has all the rights in connection with the Collateral constituting the New IP, including without limitation, rights to file and record its interest in the proper filing places in the United States and other applicable jurisdictions pursuant to the Loan and Security Agreement dated September 20, 2010, as amended and the Agreement, as it has with respect to the Collateral assigned under the Agreement.
4. Except as amended hereby, the Agreement remains unmodified and in full force and effect.

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

TRION WORLDS, INC.,

By: _____

Name: _____

Title: _____

LIGHTHOUSE CAPITAL PARTNERS VI, L.P.

By: LIGHTHOUSE MANAGEMENT PARTNERS VI,
L.L.C., its general partner

By: C. E. King

Name: USA HAZDO

Title: MANAGING MEMBER

Attachments

Exhibit B

U.S. Patents and Patent Applications

Exhibit C

U.S. Trademarks and Trademark Applications

Exhibit B
U.S. PATENTS AND PATENT APPLICATIONS
(List titles below or indicate "None")

<u>Description</u>	<u>Jurisdiction</u>	<u>Serial Number</u>	<u>Status/ Date</u>
WEB CLIENT DATA CONVERSION FOR SYNTHETIC ENVIRONMENT INTERACTION	US	8,214,515	Issued July 3, 2012
WEB CLIENT DATA CONVERSION FOR SYNTHETIC ENVIRONMENT INTERACTION	US	13/479,169	Issued May 23, 2012
A DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	EPO	08726517.9	Filed/Pending March 6, 2008
DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	US	11/715,009	Filed/Pending March 6, 2007
DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	US	12/075,108	Allowed March 6, 2008
DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	US	12/075,109	Pending March 6, 2008
DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	US	12/075,134	Pending March 6, 2008
PERSISTENT SYNTHETIC ENVIRONMENT MESSAGE NOTIFICATION	US	12/259,902	Issued October 28, 2008
SYNTHETIC ENVIRONMENT CHARACTER DATA SHARING	US	12/399,877	Issued March 6, 2009
CROSS-INTERFACE COMMUNICATION	US	12/399,902	Issued March 6, 2009
SYNTHETIC ENVIRONMENT CHARACTER DATA SHARING	US	12/399,903	Issued March 6, 2009
APPARATUS, METHOD, AND COMPUTER READABLE MEDIA TO PERFORM TRANSACTIONS IN ASSOCIATION WITH PARTICIPANTS INTERACTING IN A SYNTHETIC ENVIRONMENT	US	12/504,625	Issued July 16, 2009
SYNTHETIC ENVIRONMENT BROADCASTING	US	12/716,250	Pending March 2, 2010

U.S. PATENTS AND PATENT APPLICATIONS

NEW US PATENTS			
<u>Description</u>	<u>Jurisdiction</u>	<u>Serial Number</u>	<u>Status/ Date</u>
WEB CLIENT DATA CONVERSION FOR SYNTHETIC ENVIRONMENT INTERACTION	US	61/183,038	Converted June 1, 2009
SYNTHETIC ENVIRONMENT BROADCASTING	US	61/183,531	Converted June 2, 2009
A DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	PCT	PCT/US08/03055	Filed March 6, 2008
A DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	PCT	PCT/US08/03000	Filed March 6, 2008
NEW FOREIGN PATENTS			
A DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	Korea	20097018717	Filed/Pending No Date
A DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	Korea	10-2009-7018718	Filed/Pending No Date
A DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	Korea	10-2014-7028591	Pending October 13, 2014
A DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	Korea	10-2014-7028593	Pending October 13, 2014
A DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	Russia	20090136684	Issued Dec. 10, 2012
A DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	Russia	20090136683	Issued Nov. 27, 2012e
A DISTRIBUTED NETWORK ARCHITECTURE FOR INTRODUCING DYNAMIC CONTENT INTO A SYNTHETIC ENVIRONMENT	EPO	08726566.6	Filed/Pending No Date

EXHIBIT C

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

(List marks below or indicate "None")

Description	Class	Jurisdiction	Registration/ Serial Number	Status/Date
DEFIANCE	16	US	85/275032	Filed/Pending 3/23/11
DEFIANCE	9, 41	US	4,385,618	Registered 8/13/13
RIFT	9	US	4183943	Registered 7/31/12
RIFT	16	US	4211665	Registered 9/18/12
RIFT	41	US	4183944	Registered 7/31/12
STORM LEGION	9	US	4,471,618	Registered 1/21/14
STORM LEGION	16	US	4,471,619	Registered 1/21/14
STORM LEGION	41	US	4,471,620	Registered 1/21/14
TRION	9, 16, 41	US	4459421/ 85/091,045	Registered 12/31/13
TRION	42	US	85/161447	Filed/Pending 10/26/10
TRION	42	US	4,362,997	Registered 7/9/13
TRION WORLDS	9, 16, 42	US	4,459,422/ 85-091,050	Registered 12/31/13
TRION WORLDS	42	US	85/161450	Filed/Pending 10/26/10
TRION WORLDS	42	US	4,362,998	Registered 7/9/13
NEW TRADEMARKS				
GLYPH	42	US	4,622,592	Registered 10/14/14
NIGHTMARE TIDE	9	US	86297578	Filed/Pending 6/2/14
NIGHTMARE TIDE	16	US	86297586	Filed/Pending
NIGHTMARE TIDE	41	US	86297589	6/2/14
REACTOR	9, 41	US	86/491601	Filed/Pending 12/29/14
TROVE	9, 41	US	4607248	Registered 9/16/14

Description	Class	Jurisdiction	Registration/ Serial Number	Status/Date
FOREIGN TMS				
DEFIANCE	9, 16, 41	Australia	1445538	Registered 2/25/12
STORM LEGION	9, 16, 41	Australia	1491003	Registered 12/10/12
RIFT	9	China	9560764	Registered 7/7/12
RIFT	16	China	9560763	Registered
RIFT	41	China	9560765	7/7/12
STORM LEGION	9	China	11035876	Registered 10/14/13
STORM LEGION	16	China	11035875	Registered
STORM LEGION	10	China	11035874	10/14/13
TRION	9	China	9077486	Registered 7/7/12
TRION	16	China	9077485	Filed/Pending 1/21/11
TRION	38	China	9026734	Registered 9/7/11
TRION	41	China	9026733	Registered 10/7/11
TRION	42	China	9390101	Registered 5/14/12
TRION WORLDS	9	China	9077484	Registered 7/7/12
TRION WORLDS	16	China	9077483	Registered 5/4/13
TRION WORLDS	41	China	9077482	Registered 5/14/14
TRION WORLDS	42	China	9077481	Registered 1/28/12
TRION WORLDS	42	China	9390100	Registered 5/14/12
DEFIANCE	9, 16, 41	EU	10228187	Registered 2/2/12
GLYPH	42	EU	13106398	Registered 12/13/14
NIGHTMARE TIDE	9, 16, 41	EU	13381827	Filed/Pending 10/20/14
RIFT	9, 16, 41	EU	10026284	Registered 11/8/11
STORM LEGION	9, 16, 41	EU	10889707	Registered 10/11/12
TRION	9, 16	EU	9620626	Registered 4/25/12
TRION	38, 41, 42	EU	9619966	Registered 1/10/12
TRION WORLDS	9, 16, 41, 42	EU	9620601	Registered 7/5/11
TRION WORLDS	42	EU	9915372	Registered 9/27/11

Description	Class	Jurisdiction	Registration/ Serial Number	Status/Date
TROVE	9, 41	EU	12858072	Registered 10/2/14
TRION	9, 16	Japan	5434919	Registered 8/26/11
TRION	41	Japan	5442712	Registered 10/7/11
TRION	38, 42	Japan	5460843	Registered 1/6/12
TRION WORLDS	9, 16, 41	Japan	5460842	Registered 1/6/12
RIFT	9, 16, 41	Korea	45-41028	Registered 8/8/12
리프트	9, 16, 41	Korea	45-42638	Registered 12/7/12
TRION	9, 16	Korea	40-942097	Registered 11/23/12
TRION	38, 41	Korea	41259034	Registered 5/15/13
TRION WORLDS	9, 16	Korea	45-43697	Registered 2/20/13
TRION WORLDS	42	Korea	41273583	Registered 11/19/13
DEFIANCE	9, 16, 41	New Zealand	848448	Registered 2/29/12
STORM LEGION	9, 16, 41	New Zealand	958902	Registered 5/3/12
RIFT	9, 16, 41	Russia	468709	Registered 8/17/12
STORM LEGION	9, 16, 41	Russia	487099	Registered 5/17/13
TRION	9, 16, 41, 42	Russia	499447	Registered 11/8/13
TRION	42	Russia	459265	Registered 4/12/12
TRION WORLDS	9, 16, 41, 42	Russia	500482	Registered 11/22/13
TRION WORLDS	42	Russia	459235	Registered 4/12/12
STORM LEGION	9, 16, 41	Taiwan	1571628	Registered 3/16/13

UNREGISTERED TRADEMARKS: List marks below or indicate "None."

NONE