

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
38 Studios, LLC	06/26/2009
38 Studios Baltimore, LLC	06/26/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Haymarket Capital, LLC
<b>Street Address:</b>	2 Clock Tower Place
<b>City:</b>	Maynard
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01754
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	11764788
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(508)898-1502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	508-898-1501
<b>Email:</b>	sdussault@mirickoconnell.com
<b>Correspondent Name:</b>	Brian M. Dingman
<b>Address Line 1:</b>	Mirick O'Connell DeMallie & Lougee LLP
<b>Address Line 2:</b>	1700 West Park Drive
<b>Address Line 4:</b>	Westborough, MASSACHUSETTS 01581
<b>ATTORNEY DOCKET NUMBER:</b>	16313-00098
<b>NAME OF SUBMITTER:</b>	Brian M. Dingman
<b>Total Attachments: 7</b> source=assign#page1.tif source=assign#page2.tif	

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT ("Agreement") is made as of the 26<sup>th</sup> day of June, 2009, by and between 38 Studios, LLC, a Delaware limited liability company, having its principal office at 5 Clock Tower Place, 1<sup>st</sup> Floor, Maynard, Massachusetts 01754 and 38 Studios Baltimore, LLC, a Delaware limited liability company, having a principal office at 1954 Greenspring Drive, Timonium, Maryland 21093 (collectively the "Grantors"), and Haymarket Capital, LLC, a Massachusetts limited liability company, having its principal office at 2 Clock Tower Place, Maynard, Massachusetts 01754 ("Grantee").

WHEREAS, Grantors are the owners of the U.S. trademark applications listed on the attached Schedule A, the U.S. registered trademarks listed on the attached Schedule B, the U.S. patent application listed on the attached Schedule C, and the U.S. copyright listed on the attached Schedule D (collectively the "Intellectual Property");


WHEREAS, Grantee has extended a loan to Grantors pursuant to the terms and conditions of that certain Promissory Note dated as of June 26, 2009 ("Note") made by Grantors in favor of Grantee;

WHEREAS, under a Security Agreement dated as of June 26, 2009 ("Security Agreement") between Grantors and Grantee, Grantors have granted to Grantee a security interest in certain of its assets (including the Intellectual Property) to secure the performance of the obligations of Grantors under the Note; and

WHEREAS, Grantors and Grantee by this instrument seek to confirm and make a record of the grant of a security interest in the Intellectual Property.

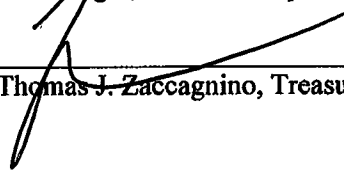
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantors do hereby acknowledge that they have granted to Grantee a security interest in all of Grantors' right, title and interest in, to, and under the Intellectual Property. Grantors also acknowledge and confirm that the rights and remedies of Grantee with respect to the security interests in the Intellectual Property granted hereby are more fully set forth in the Note and the Security Agreement, the terms and provisions of which are incorporated herein by reference.

38 STUDIOS, LLC

By:   
Name: William Thomas,  
Its: Treasurer and Secretary

HAYMARKET CAPITAL, LLC

By Its Manager, Sarazen Corporation

By:   
Thomas J. Zaccagnino, Treasurer

38 STUDIOS BALTIMORE, LLC

By: 38 STUDIOS, LLC,  
Its Sole Member and Manager


By:   
Name: William Thomas,  
Its: Treasurer and Secretary

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

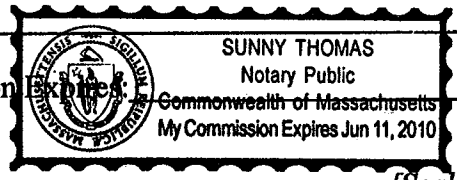
On JUNE 26, 2009, William Thomas, Treasurer and Secretary of 38 Studios, LLC (the "Principal") personally appeared before me and acknowledged to me that the Principal signed the preceding or attached document voluntarily for its stated purpose. The Principal proved to me through satisfactory evidence of identification that the Principal is the person whose name is signed on the preceding or attached document. The satisfactory evidence of identification provided to me was:

- A current document issued by a federal or state government agency bearing the photographic image of the Principal's face and signature; or
- On the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to the notary public and who personally knows the Principal; or
- Identification of the Principal based on the notary public's personal knowledge of the identity of the Principal; or
- The following evidence of identification: MARYLAND STATE  
DRIVERS LICENSE

  
\_\_\_\_\_  
Notary Public

Printed Name:

My Commission Expires:




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COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

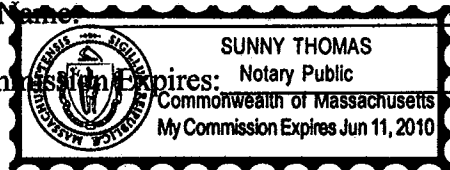
On JUNE 26, 2009, Thomas J. Zaccagnino, Treasurer of Sarazen Corporation (the "Principal") personally appeared before me and acknowledged to me that the Principal signed the preceding or attached document voluntarily for its stated purpose. The Principal proved to me through satisfactory evidence of identification that the Principal is the person whose name is signed on the preceding or attached document. The satisfactory evidence of identification provided to me was:

- A current document issued by a federal or state government agency bearing the photographic image of the Principal's face and signature; or
- On the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to the notary public and who personally knows the Principal; or
- Identification of the Principal based on the notary public's personal knowledge of the identity of the Principal; or
- The following evidence of identification: MASSACHUSETTS STATE  
DRIVER'S LICENSE

  
\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



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**SCHEDULE A**

<b><u>U.S. Trademark Applications</u></b>				
<b>Mark</b>	<b>Status</b>	<b>Serial No.</b>	<b>Application Date</b>	<b>Owner</b>
Design: Monster Head	Pending	78/971,976	9/12/2006	38 Studios, LLC
Design: Monster Head	Pending	77/696,544	3/23/2009	38 Studios, LLC
Design: Monster Head Eating Planet	Pending	77/069,853	12/21/2006	38 Studios, LLC
38 STUDIOS	Pending	77/097,754	2/2/2007	38 Studios, LLC
Design: 38 STUDIOS	Pending	77/150,320	4/6/2007	38 Studios, LLC
Design: 38 38 STUDIOS	Abandoned	77/127,958	3/12/2007	38 Studios, LLC
GMG	Abandoned	77/097,485	2/2/2007	38 Studios, LLC
HOW COOL WOULD IT BE IF ...	Pending	77/097,488	2/2/2007	38 Studios, LLC
OEE	Pending	77/380,851	1/25/2008	38 Studios, LLC
ONLINE ENTERTAINMENT EXPERIENCE	Pending	77/484,601	5/28/2008	38 Studios, LLC
THE ORIGINAL ONLINE ENTERTAINMENT EXPERIENCE	Pending	77/383,429	1/29/2008	38 Studios, LLC
THE PREMIER ONLINE ENTERTAINMENT EXPERIENCE	Pending	77/486,501	5/29/2008	38 Studios, LLC
BIG HUGE ENGINE	Pending	78/789,451	1/11/2006	38 Studios, LLC
BIG HUGE ENGINE	Final Refusal Mailed	78/789,414	1/11/2006	38 Studios, LLC

**SCHEDULE B**

<b><u>U.S. Registered Trademarks</u></b>				
<b>Mark</b>	<b>Status</b>	<b>Serial No.</b>	<b>Registration Date</b>	<b>Owner</b>
BIG HUGE GAMES	Registered	2,849,468	11/18/2003	38 Studios, LLC
RISE OF LEGENDS	Registered	3,446,528	6/10/2008	38 Studios, LLC
RISE OF LEGENDS	Registered	3,383,443	2/12/2008	38 Studios, LLC
RISE OF LEGENDS	Registered	3,383,445	2/12/2008	38 Studios, LLC
RISE OF NATIONS	Registered	2,980,035	7/26/2005	38 Studios, LLC
RISE OF NATIONS	Registered	2,765,721	9/16/2003	38 Studios, LLC
Design: MASS SETTS GAME CHALLENGE 38	Registered	3,523,565	10/28/2008	38 Studios, LLC

**SCHEDULE C**

<b>U.S. Patent Applications</b>						
<b>Title</b>	<b>Status</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Publication No.</b>	<b>Publication Date</b>	<b>Applicant/ Assignee</b>
<b>System and Method for Generating Targeted Newsletters</b>	<b>Pending</b>	<b>11/764,788</b>	<b>6/18/2007</b>	<b>2008/0004122</b>	<b>1/3/2008</b>	<b>38 Studios, LLC</b>



**SCHEDULE D**

<b>U.S. Registered Copyrights</b>				
<b>Title</b>	<b>Status</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
Rise of Nations	Registered	TX0005788429	5/27/2003	Big Huge Games