

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FRONT PORCH CLASSICS, INC.		10/23/2002	CORPORATION: WASHINGTON

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	COMERICA BANK
<b>Street Address:</b>	75 E. Trimble Road
<b>City:</b>	San Jose
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95131
<b>Entity Type:</b>	a Michigan banking corporation:

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	2956658	CIRCA CLASSICS
Registration Number:	2908110	OLD CENTURY CLASSICS ARCHIVAL QUALITY
Registration Number:	2864683	AUTHENTIC FUN
Registration Number:	2917851	STRETCH RUN
Registration Number:	2821080	AMERICAN FIELDS BASEBALL
Registration Number:	2821079	OLD CENTURY BASEBALL
Registration Number:	2956548	ORIGINAL CIRCA BASEBALL
Registration Number:	2859776	DREAD PIRATE
Registration Number:	2850519	TORNADO TOPS
Registration Number:	2850518	GAMES OF THE WORLD
Registration Number:	2838204	GRIZZLY CREEK
Registration Number:	2821022	OLD CENTURY BASEBALL
Registration Number:	2821021	AMERICAN FIELDS BASEBALL
Registration Number:	2797428	CIRCA BASEBALL

CH \$365.00 2956658

CORRESPONDENCE DATA

Fax Number: (858)677-1401

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 858-638-6658

Email: mark.cadigan@dlapiper.com

Correspondent Name: Mark Cadigan

Address Line 1: 4365 Executive Drive, Suite 1100

Address Line 4: San Diego, CALIFORNIA 92121

NAME OF SUBMITTER:	Mark Cadigan
Signature:	/s/ Mark Cadigan
Date:	04/28/2006

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 23, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and FRONT PORCH CLASSICS, INC., a Washington corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

FRONT PORCH CLASSICS, INC.

Address of Grantor:

83 South King Street, Suite 414  
Seattle, WA 98104

Attn: Jamie Colbourne

By: 

Title: vice president

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401  
Inglewood, CA 90301

Attn: Manager

By: 

Title: VICE PRESIDENT

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Old Century Classics	TX5680536	1/17/2003
Circa Classics	TX5680537	1/17/2003
Cram!: The intensely competitive laughing, guessing, acting, drawing, singing, shouting game	TX587427	2/1/2002
Circa Baseball	TX5739105	7/9/2003
American Fields Baseball; game guide	TXu108908	6/2/2003
Old Century Baseball: pinball style baseball game	TX5672839	2/6/2003
Dread Pirate: The ultimate family adventure game	TX5624902	9/4/2002

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

Gray Cary\PA\10263473.2  
1090371-900000

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Circa Classics (and design)	2,956,658	5/31/2005
Old Century Classics Archival Quality (and design)	2,908,110	12/7/2004
Authentic Fun	2,864,683	7/20/2004
Stretch Run	2,917,851	1/11/2005
American Fields Baseball (and design)	2,821,080	3/9/2004
Old Century Baseball (and design)	2,821,079	3/9/2004
Original Circa Baseball (and design)	2,956,548	5/31/2005
Dread Pirate (and design)	2,859,776	7/6/2004
Tornado Tops	2,850,519	6/8/2004
Games of the World	2,850,518	6/8/2004
Grizzly Greek	2,838,204	5/4/2004
Old Century Baseball	2,821,022	3/9/2004
American Fields Baseball	2,821,021	3/9/2004
Circa Baseball	2,797,428	12/23/2003