

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FRONT PORCH CLASSICS, INC.		10/23/2002	CORPORATION:
RECEIVING PARTY DATA			
Name:	COMERICA BANK-CALIFORNIA		
Also Known As:	AKA COMERICA BANK		
Street Address:	75 E. Trimble Road		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3124088	RACEWAY 57	
Registration Number:	3112446	VALLEY OF THE PHARAOHS	
Registration Number:	3104477	LEAGUE OF PIRATES	
CORRESPONDENCE DATA			
Fax Number:	(858)677-1401		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-638-6733		
Email:	karen.johanson@dlapiper.com		
Correspondent Name:	Karen Johanson / DLA Piper		
Address Line 1:	4365 Executive Drive		
Address Line 2:	Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121-2133		
ATTORNEY DOCKET NUMBER:	329034-185		
NAME OF SUBMITTER:	Troy Zander		

CH \$90.00 3124088

Signature:

/Troy Zander/

Date:

10/11/2006

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 Exhibits 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>
Cram!: The intensely competitive laughing, guessing, acting, drawing, singing, shouting game	TX5872427	2/1/02
Circa Baseball	TX5739105	7/9/03
American Fields Baseball; game guide	TXu108908	6/2/03
Old Century Baseball: pinball style baseball game	TX5672839	2/6/03
Dread Pirate: The ultimate family adventure game	TX5624902	9/4/02

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Front Porch Classics	76/353,355	12/27/01
Commute	76/331,190	10/29/01
Circa Kids	2,620,567	09/17/02
Red Top Toy Company	2,624,135	09/24/02
Mojo Board Games	2,519,974	12/18/01
Old Century	2,519,973	12/18/01
Dread Pirate	2,519,972	12/18/01
Front Porch Classics	2,431,377	02/27/01
Circa Classics	76/483,411	01/21/03
RACEWAY 57	3124088	8/11/04
VALLEY OF THE PHAROAHS	3112446	8/11/04
LEAGUE OF PIRATES	3104477	8/11/04