

Form PTO-1594 (Rev. 07/05)
 OMB Collection 0651-0027 (exp. 7/31/2008)

U.S. DEPARTMENT OF COMMERCE
 United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): Sportgenic, Inc.</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>June 17, 2008</u></p> <p> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Bridge Bank, National Association</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>55 Almaden Blvd, #100</u></p> <p>City: <u>San Jose</u></p> <p>State: <u>CA</u></p> <p>Country: _____ Zip: <u>95113</u></p> <p> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>National Association</u> Citizenship <u>USA</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>				
<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">A. Trademark Application No.(s)</td> <td style="width: 50%;">B. Trademark Registration No.(s)</td> </tr> <tr> <td style="height: 30px;"></td> <td style="text-align: center;"><u>3100495</u></td> </tr> </table> <p style="text-align: right; margin-right: 50px;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>		A. Trademark Application No.(s)	B. Trademark Registration No.(s)		<u>3100495</u>
A. Trademark Application No.(s)	B. Trademark Registration No.(s)				
	<u>3100495</u>				
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Bridge Bank, N.A.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>55 Almaden Blvd #100</u></p> <p>City: <u>San Jose</u></p> <p>State: <u>CA</u> Zip: <u>95113</u></p> <p>Phone Number: <u>408-556-8305</u></p> <p>Fax Number: _____</p> <p>Email Address: <u>TechnologySupportServices@bridgebank.com</u></p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>40.00</u></p> <p> <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number _____ Authorized User Name _____</p>				
<p>9. Signature: _____ 3/10/09</p> <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> Signature <u>Lyla Ly</u> Name of Person Signing </div> <div style="text-align: center;"> Date _____ </div> </div> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 10</p>					

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 17, 2008, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and Sportgenic, Inc., ("Grantor") is made with reference to the Business Financing Agreement, dated as of June 17, 2008 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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

GRANTOR:

SPORTGENIC, INC

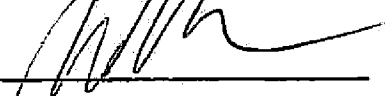
By:  _____

Name: Robert Tas

Title: CEO

LENDER:

BRIDGE BANK NATIONAL ASSOCIATION

By:  _____

Name: Lee A. Shodiss
Senior Vice President & Manager

Title: _____

Address for Notices

Attn: Robert Tas
One Sansome Street, 15th Floor
San Francisco, CA 94104
Tel: (415) 983-2300
Fax: (415) 520-6829

Address for Notices:

Attn: Lee Shodiss
55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax: (408) 423-8510

EXHIBIT A
COPYRIGHTS

Please Check If No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
Sportgenic				2/10/08 (pending)
Active Athlete	78-624,370	3,100,495		5/5/05
LockIt	78-903,971	3,225,105		6/8/06
Golfbuzz	78-833,074	3,224,654		3/9/06
Golfbuzz	78-690,175	3,175,548		8/10/05

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>