

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dotphoto, Inc.		03/26/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2778401	PICTAVISION
Registration Number:	2696603	DOTPHOTO
Registration Number:	2986625	CLICK & DELIVER
Serial Number:	78058834	KLICK & DELIVER
Serial Number:	78058341	DOTPHOTO
Serial Number:	78324486	CELEPRINTS
Serial Number:	76525181	THE FUTURE OF YOUR MEMORIES
Serial Number:	75880121	ZAPSHOT
Serial Number:	78821086	MYRINGTALKER
Serial Number:	78821124	MYTALKINGHEAD
Serial Number:	78821118	MYFUTURE
Serial Number:	78821109	MYLOVESIGNS
Serial Number:	78902832	EXCLAIM
Serial Number:	78902852	EXCLAIM MEDIA

CH \$365.00 2778401

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	7030807
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	02/21/2008

Total Attachments: 11
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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (the "Amendment") is made as of the 26th day of March, 2007 by and between **DOTPHOTO, INC.**, a Delaware corporation with its principal place of business at 111 Silvia Street, West Trenton, New Jersey 08628 ("Grantor") and **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("Lender") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of June 21, 2006 (as amended of record, hereinafter, the "IP Agreement") in favor of the Lender, pursuant to which the Grantor pledged, assigned and granted a security interest in favor of the Lender in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of the Lender.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to Exhibits. Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E to the IP Security Agreement are hereby substituted with the Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E, respectively, annexed hereto and incorporated herein by reference.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
 - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
 - c. As required by the IP Agreement, the Grantor shall reimburse the Lender for the reasonable legal fees and expenses incurred in connection with the preparation of this Amendment.

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

“Grantor”

DOTPHOTO, INC.

By: Brydzinski

Name: FRANK BRYDZINSKI

Title: CEO

“Lender”

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

“Grantor”

DOTPHOTO, INC.

By: _____

Name: _____

Title: _____

“Lender”

SILICON VALLEY BANK

By:  _____

Name: Graze Gudmar

Title: VP

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated June 21, 2006.

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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None

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>FIRST DATE COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>OF PUBLIC DISTRIBUTION</u>
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None

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT WITH OWNER OR ORIGINAL GRANTOR IF AUTHOR OR OWNER OF FIRST DATE OF COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT OF DISTRIBUTION</u>	<u>COPYRIGHT IS DIFFERENT FROM GRANTOR</u>	<u>DIFFERENT FROM GRANTOR</u>
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None

EXHIBIT "B"

PATENTS

Client/Matter Number	Application Number/Date	Status
5280-102 P	"Internet Presentation System" 60/198,098 filed on 4/18/00	Provisional Patent Application – Naturally Expired – proceeded with regular U.S. filing on 4/18/01
5280-102 US	09/837,392 filed on 04/18/2001	Abandoned – Intentional Failure to Respond to an Office Action
5280-102- CIP (US)	10/842,225 filed on 05/10/2004	PENDING-Awaiting 1 st Office Action anticipated to issue 4/08.
5280-102 CIP PCT	PCT/US05/16262 filed on 05/09/2005	Naturally Expired. EPO filed as National Stage of this PCT.
5280-102 EP	EP 05745390.4 filed 5/9/05 (claiming priority to the PCT filing date)	Application has been filed and subsequently published 2/28/07. Awaiting first Office Action to issue.
5280-103 P	"Wireless Click and Deliver" 60/269,837 filed on 2/20/2001	Provisional Patent Application – Naturally Expired – proceeded with regular U.S. filing on 2/20/2002
5280-103 WO	PCT/US02/05036 on 2/20/2002	Naturally Expired – Proceeded Nationally but only in the U.S.
5280-103 US	10/468,323 filed on 08-15-2003 Published - #US 2004-0100641 A1 on 05-27-2004	PENDING - Published-Anticipate first office action in 9/07.
5280-104 P	"Automatic Camera Image Trans...." 60/285,476 on 4/20/01	Provisional Patent Application – Naturally Expired – proceeded with regular U.S. filing on 4/20/02
5280-104 WO	PCT/US02/12649 on 4/19/02	Naturally Expired- Proceeded Nationally in CA, EP, JP and US
5280-104 CA	2445038 filed on 10/20/03	PENDING – Annuity Fee – 4 yr due 4/19/2007-Examination Request due 4/19/07
5280-104 EP	02726786.3 filed on 10/20/03	PENDING – Annuity Fee due 4/19/2007- Awaiting Examiner's Review and Issuance of 1 st Office Action
5280-104 JP	2002-584186 filed on 10/20/03 Published - #2005-507574 on 3/17/05	PENDING – Published - Exam. Requested- Awaiting Examiner Review and Issuance of 1 st Office Action
5280-104 US	10/475,271 filed on 10/20/03 Published - #US -2004-0171371A1	PENDING – Published-Awaiting status inquiry response sent to the PTO on 1/28/07 for new first office action date.

	on 9/02/04	
5780-117P	“...Image Distribution by Cell Phone” 60/574,796 filed on 5/27/04	Provisional Patent Application – Naturally Expired – proceeded with regular U.S. filing on 5/27/05
5780-117 US	11/139,948 filed on 5/27/05 Published- #US-2005-0266839-A1	PENDING-Published-Office Action response filed 1/10/07; awaiting new Office Action or Notice of Allowance to issue

EUROPE- “Automatic Camera Image Transmittal System” Filing Date 4/20/01 Pending

JAPAN- “Automatic Camera Image Transmittal System” Filing Date 4/20/01 Pending

CANADA- “Automatic Camera Image Transmittal System” Filing Date 4/20/01 Pending

EXHIBIT "C"

TRADEMARKS

COUNTRY	MARK	INT'L CLASS	SERIAL OR REG. NO.	FILING OR ISSUE DATE	CURRENT STATUS
United States	KLICK & DELIVER	9 & 40	78/058,834	04/17/2001	Abandoned
United States	PICTAVISION	9, 38 & 39	2,778,401 76/344,083	10/28/2003 11/30/2001	Registered
United States	DOTPHOTO	9	78/058,341	04/13/2001	Abandoned
United States	DOTPHOTO	39 & 40	2,696,603 78/005,303	03/11/2003 4/24/2000	Registered
United States	CLICK & DELIVER	9 & 40	78/058,825 2,986,625	04/17/01 08/16/05	Registered (Supplemental Registry)
United States	CELEPRINTS	40	78/324,486	11/7/03	Abandoned
United States	THE FUTURE OF YOUR MEMORIES	41	76/525,181	06/24/2003	Abandoned
United States	ZAPSHOT	42	75/880,121	01/04/2000	Abandonment
United States	MYRINGTALKER	9	78821086	2/22/2006	Submitted
United States	MYTALKINGHEAD	9	78821124	2/22/2006	Submitted
United States	MYFUTURE	9	78821118	2/22/2006	Submitted
United States	MYLOVESIGNS	9	78821109	2/22/2006	Submitted
United States	EXCLAIM	42	78902832	6/7/2006	Response to Office Action due 5/07
United States	EXCLAIM MEDIA	42	78902852	6/7/2006	Response to Office Action due 5/07
European Union	EXCLAIM	9 & 42	005427059	10/17/2006	Response to Office Action filed 2/07. Anticipate publication shortly
India	EXCLAIM		1,466,285	6/30/2006	Hearing before India PTO scheduled for 3/22/07

EXHIBIT "D"

MASK WORKS

Domain Names

1-2-1CARD.COM	CAMPHONEPRINT.NET	PHOTOMUNICATION.COM
BLABBO.COM	CAMPHONEPRINT.ORG	PICTADJUST.COM
BLABTONE.COM	CAMPHONEPRINTS.COM	PICTAPAPER.COM
BLABTONES.COM	CAMPHONEPRINTS.NET	PICTARAMA.COM
BREWMESSAGING.COM	CAMPHONEPRINTS.ORG	PICTARINGER.COM
BREWPHOTO.COM	CELEPRINT.COM	PICTASWEEP.COM
BREWPHOTOS.COM	CELEPRINT.NET	PICTAVIEWER.COM
BREWPIX.COM	CELEPRINT.ORG	PICTAVISION.COM
BREWRADIO.COM	CELEPRINTS.COM	PICTAWALL.COM
CAMERAPHONEPRINT.COM	CELEPRINTS.NET	PICTAWALLPAPER.COM
CAMERA-PHONE-PRINT.COM	CELEPRINTS.ORG	POLAROIDPRINTS.COM
CAMERAPHONEPRINT.NET	CELLPHONEPRINT.COM	RADPHONE.COM
CAMERAPHONEPRINT.ORG	CELLPHONEPRINT.NET	RICHPICTURES.COM
CAMERAPHONEPRINTS.COM	CELLPHONEPRINT.ORG	RICH-PICTURES.COM
CAMERA-PHONE-PRINTS.COM	CELLPHONEPRINTS.COM	RINGSINGER.COM
CAMERAPHONEPRINTS.NET	CELLPHONEPRINTS.NET	RINGTALKER.COM
CAMERAPHONEPRINTS.ORG	CELLPHONEPRINTS.ORG	SAVEADDRESSES.COM
CAMPHONEPHOTO.COM	CLICKANDDELIVER.BIZ	SAVEMYCELL.COM
CAMPHONEPRINT.COM	CLICKANDDELIVER.NET	SHOOTANDSHIP.COM
CAMPHONEPRINT.NET	DOTFOTO.COM	SHOOTNSHIP.COM
CAMPHONEPRINT.ORG	DOTFOTOSHOW.COM	SOUNDVISIONPRINTS.COM
CAMPHONEPRINTS.COM	DOTPHOTO.COM	SPYBYPHONE.COM
CAMPHONEPRINTS.NET	DOT-PHOTO.COM	SURVIDEO.COM
CAMPHONEPRINTS.ORG	DOTPHOTO.NET	SVPRINTS.COM
CELEPRINT.COM	DOT-PHOTO.NET	TELEPRINTS.COM
CELEPRINT.NET	DOT-PHOTO.ORG	TONEPAPER.COM
CELEPRINT.ORG	DOTPHOTOINFO.COM	TROOPIX.COM
CELEPRINTS.COM	DOTPHOTOPRO.COM	TRUPIKS.COM
CELEPRINTS.NET	DOTPHOTOSHOW.COM	TRUPIXX.COM
CELEPRINTS.ORG	DOTPHOTOSTOCK.COM	TYPEYOURTONES.COM
CELLPHONEPRINT.COM	DOTSHOWS.COM	VERIZONPHOTO.COM
CELLPHONEPRINT.NET	DPVIEWER.COM	VIDEORINGER.COM
CELLPHONEPRINT.ORG	EASTERPLUS.COM	YOUROWNPHOTOSITE.COM
CELLPHONEPRINTS.COM	EPSONPRO.COM	CAMPHONEPHOTOS.COM
CELLPHONEPRINTS.NET	FINGERINGER.COM	CELLULARPRINTS.COM

CELLPHONEPRINTS.ORG
 CLICKANDDELIVER.BIZ
 CLICKANDDELIVER.NET
 DOTFOTO.COM
 DOTFOTOSHOW.COM
 DOTPHOTO.COM
 DOT-PHOTO.COM
 DOTPHOTO.NET
 DOT-PHOTO.NET
 DOT-PHOTO.ORG
 DOTPHOTOINFO.COM
 DOTPHOTOSHOW.COM
 DOTPHOTOSHOWS.COM
 DOTPHOTOSTOCK.COM
 DOTSHOWS.COM
 DPVIEWER.COM
 EASTERPLUS.COM
 EPSONPRO.COM
 FINGERRINGER.COM
 FINGERRINGER.BIZ
 FINGERRINGER.NET
 FLASHLINES.COM
 FOTOMUNICATE.COM
 FOTOMUNICATION.COM
 GREATSCREENS.COM
 HEADLINEFLASH.COM
 JUKEHIT.COM
 JUKEHITS.COM
 JUKEPHONE.COM
 JUKETONE.COM
 JUKETONES.COM
 JUKEVISION.COM
 LOVESIGNS.BIZ
 PHOTOMUNICATE.COM
 PICTABRUSH.COM
 PVPOSTCARDS.COM
 WHACKAMAN.COM

FINGERRINGER.BIZ
 FINGERRINGER.NET
 FLASHLINES.COM
 FOTOMUNICATE.COM
 FOTOMUNICATION.COM
 GREATSCREENS.COM
 HEADLINEFLASH.COM
 JUKEHIT.COM
 JUKEHITS.COM
 JUKEPHONE.COM
 JUKETONE.COM
 JUKETONES.COM
 JUKEVISION.COM
 LOVESIGNS.BIZ
 MAKEMETALK.COM
 MAKEYOUROWNTONE.COM
 MEKADO.COM
 MOBYBACKUP.COM
 MYHOROSCOPE.ORG
 MYOWNPHOTOSITE.COM
 MYPHONEBOOK.BIZ
 MYRINGTONESTALK.COM
 MYWALLPAPER.BIZ
 MYWALLPAPER.INFO
 MYWALLPAPER.ORG
 OOHOTO.COM
 OPNOTO.COM
 PAPERTONES.COM
 PDFFRAME.COM
 PHONAZINE.COM
 PHOTICON.COM
 PHOTOCONS.COM
 PHOTOMUNICATE.COM
 PHOTOMUNICATION.COM
 PUTTHEQUESTION.COM
 PVPXS.COM
 WHACKMAN.COM

FRPIX.COM
 FRPXS.COM
 INYOURFACEMOBILE.COM
 MOBILEPHONEPRINTS.COM
 MY-MOBILESTUFF.COM
 MYCACHEMOBILE.COM
 MYCRICKETMOBILE.COM
 MYDRIVEMOBILE.COM
 MYFAITHMOBILE.COM
 MYFUTUREMOBILE.COM
 MYHOROSCOPEMOBILE.CC
 MYLAUGHTONSMOBILE.CC
 MYLOCKERMOBILE.COM
 MYLOKBOX.COM
 MYLOVESIGNSMOBILE.COM
 MYMEMORYMOBILE.COM
 MYMOBILECACHE.COM
 MYMOBILEDRIVE.COM
 MYMOBILEFUN.NET
 MYMOBILELOCKBOX.COM
 MYMOBILESTASH.COM
 MYMOBILESTUFF.NET
 MYMOBILETRUNK.COM
 MYRINGTALKERMOBILE.CC
 MYSPORTSSTAR.COM
 MYSPORTSSTARMOBILE.CC
 MYSTASHMOBILE.COM
 MYTALKINGHEADMOBILE.CC
 MYWALPAPERMOBILE.COM
 NONDRANT.COM
 PHOTOAJ.COM
 PHOTICON.COM
 PHOTOCONS.COM
 PICTABLOG.COM
 PVPIC.COM
 TURPIX.COM

Exhibit "E" attached to that certain Intellectual Property Security Agreement dated June 21, 2006.

EXHIBIT "E"

LICENSES

License Agreements

For Pictavision:

Twofold Photos, Inc. (Webshots)

Fotki, Inc.

Clubphoto, Inc.

Wireless Developer Agency

Global Wireless

Skyzone Entertainment

Anomaly

Digital Orchid

Lagardere

MTV

Summus

Warner Bros.

Wicked Wireless

CrazyFunBabe

Proteus

GLU Mobile

Weather News

Soundpix

Zingy, Inc.

Media Bay

Airmedia

Hudson Revenue

Smartphones

Astrology.com

Index Stock Imagery

WEBTRENDS™ ON DEMAND Terms of Service Agreement

Adobe

Kodak

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