

RECORDATION FORM COVER SHEET

United States Patent and Trademark Office

TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): February 10, 2009

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies):

Additional name(s) of conveying parties attached? Yes No

Name: BIG STAGE ENTERTAINMENT INC

Internal Address

Street Address: 1010 SYCAMORE AVE SUITE 309

City: SOUTH PASADENA

State: CA

Country: USA

Zip: 91030

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship :Canada
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

77152293
77376571

B. Trademark Registration No.(s)

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: UCC Direct Services

Internal Address: Attn: 14080632

Street Address: 187 Wolf Road, Suite 101

City: Albany State: NY ZIP: 12205

Phone Number: 1-800-342-3676 X 4065

Fax Number: 1-800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.8 (b)(6) & 3.41): \$65.00

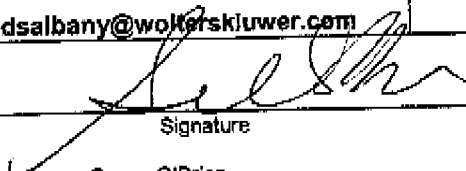
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5683
Expiration Date 11/09

b. Deposit Account Number
Authorized User Name

9. Signature.


Signature
Susan O'Brien
Name of Person Signing

2/11/09
Date

Total number of pages including cover sheet, attachments, and document:

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 1450, Alexandria, VA 22313-1450

TRADEMARK

OP \$65.00 77152293

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the First Amendment Effective Date by and between SILICON VALLEY BANK ("Bank") and BIG STAGE ENTERTAINMENT, INC. ("Grantor").

RECITALS

A. Bank has or has agreed to make certain advances of money and to extend certain financial accommodation 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 the Effective Date (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, Patents, and Mask Works 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

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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:

BIG STAGE ENTERTAINMENT, INC.

Address of Grantor:

17906 Crusader Avenue, Suite 100
Cerritos, CA 90703

Attn: _____

By: [Signature]
Title: Executive Vice President

BANK:

SILICON VALLEY BANK

Address of Bank:

5820 Canoga Avenue, Suite 210
Woodland Hills, CA 91367

Attn: Stephen Hughes

By: [Signature]
Title: SRM

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

Number	Name	Status
7103211	Method and apparatus for generating 3D face models from one camera	Issued 9/5/06.
5327521	Speech Transformation System	Issued 7/5/94.
7016824	Interactive try-on platform for eyeglasses	Issued 3/29/01.

Patent Applications

Number	Name	Status
BGSTG.001PR	SYSTEMS AND METHODS FOR GENERATING A 3D MODEL OF A HEAD AND FACE	Provisional, filed
GSTG.002PR	SYSTEMS AND METHODS FOR VOICE PERSONALIZATION OF VIDEO CONTENT	Provisional, filed
BGSTG.003PR	USER COMPOSITION TOOLS AND METHODS FOR CUSTOMIZING IMAGE DATA	Provisional, filed
BGSTG.004PR	INTERACTIVE ADVERTISING AND NETWORK ACCESSIBLE CONTENT	Provisional, filed
20070183653	3D Face Reconstruction from 2D Images	Filed 01/30/2007.

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EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Big Stage	77152293	4/9/2007
@ctor	77376571	1/21/2008
NONE		

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE