

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):  
**IMEMORIES INC**  
**9181 E BELL ROAD STE 101**  
**SCOTTSDALE AZ 85260**

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

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

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

Execution Date(s): **February 25, 2009**

- Assignment
- Merger
- Security Agreement
- Change of Name

Other : **Corrective Statement: Please refer back to Reel/Frame 3942/0810, the conveying and receiving parties were filed incorrectly. They should be read as: Conveying Parties: IMEMORIES INC. and Receiving Party: SILICON VALLEY BANK**

2. Name and address of receiving party(ies):  
Additional name(s) of conveying parties attached?  Yes  No

Name: **Silicon Valley Bank**

Internal Address

Street Address: **3003 Tasman Drive**

City: **Santa Clara**

State: **CA**

Country: **USA**

Zip: **95054**

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship : **USA State: CA**
- 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)

B. Trademark Registration No.(s)

**77160428**

**77160430**

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 2.6 (b)(6) & 3.41): **\$65--**

- 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

**7/13/09**

Date

TRADEMARK

Joseph Bergman

Name of Person Signing

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

TO:UCC DIRECT SERVICES COMPANY:ATTN: 14080632

U.S. DEPARTMENT OF COMMERCE  
(REV. 07/05)  
OMB No. 0651-0027 (exp. 06/30/2008)

07/15/2009  
700412943  
RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
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):  
**MEMORIES INC**  
9181 E BELL ROAD STE 101  
SCOTTSDALE AZ 85280

Individual(s)                       Association  
 General Partnership               Limited Partnership

Corporation-State  
 Other

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

2. Name and address of receiving party(ies):  
Additional name(s) of conveying parties attached?  Yes  No

Name: **Silicon Valley Bank**

Internal Address

Street Address: **3003 Tasman Drive**

City: **Santa Clara**  
State: **CA**  
Country: **USA**  
Zip: **95054**

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

Execution Date(s): **February 25, 2009**

Assignment                       Merger  
 Security Agreement               Change of Name

Other : **Corrective Statement: Please refer back to Reel/Frame 3842/0810, the conveying and receiving parties were filed incorrectly. They should be read as: Conveying Parties: MEMORIES INC. and Receiving Party: SILICON VALLEY BANK.**

Association Citizenship  
 General Partnership Citizenship  
 Limited Partnership Citizenship  
 Corporation Citizenship : **USA** State: **CA**  
 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)

B. Trademark Registration No.(s)  
**77160428**  
**77160430**

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: **clc-ucc@albany@walterskluwer.com**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 2.8 (b)(8) & 3.41): **\$65-**

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

8. Payment information:

a. Credit Card Last 4 Numbers **5083**  
Expiration Date **11/09**

b. Deposit Account Number  
Authorized User Name

9. Signature:   
Signature

**7/13/09**  
Date

TO:UCC DIRECT SERVICES COMPANY:ATTN: 14080632

Joseph Bergman

Name of Person Signing


Place INITIALS OR (PLEASE PRINT) LAST NAME  
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

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REEL: 004035 FRAME: 0758

02/26/2009  
700400621

FORM PTO-1584 COMMERCIAL (Rev. 07/05) GAMB No. 0051-0027 (exp. 06/30/2008)		U.S. DEPARTMENT OF United States Patent and Trademark Office	
REGISTRATION FORM COVER SHEET			
TRADEMARKS ONLY			
To the Director of the U.S. Patent and Trademark Office Please return this attached document to the new address(es), below:			
1. Name of conveying party(ies): Silicon Valley Bank 3000 Tasman Drive Santa Clara, CA 95051		2. Name and address of receiving party(ies): Additional name(s) of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: MEMORIES INC Internal Address Street Address: 8781 E BELL ROAD STE 101 City: SCOTTSDALE State: AZ Country: USA Zip: 85260	
<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 <input type="checkbox"/> Other		<input type="checkbox"/> Association Citizenship <input type="checkbox"/> General Partnership Citizenship <input type="checkbox"/> Limited Partnership Citizenship <input checked="" type="checkbox"/> Corporation Citizenship-Canada <input type="checkbox"/> Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
Additional name(s) of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance/ Execution Date(s): Execution Date(s): February 23, 2009 <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:			
4. Application number(s) or registration number(s) and identification or description of the trademark:			
A. Trademark Application No.(s)		B. Trademark Registration No.(s) 77180430 77180429	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):			
5. Name and address of party to whom correspondence concerning documents should be mailed: Name: UCC Direct Services Internal Address: Attn: 14080632 Street Address: 167 Wolf Road, Suite 101 City: Albany State: NY ZIP: 12208 Phone Number: 1-800-343-3878 X 4066 Fax Number: 1-800-882-7049 Email Address: cde-ustad@uccdirect.com		6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 2.8 (b)(8) & 3.41): \$65.00 <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: a. Credit Card Last 4 Numbers 5683 Expiration Date 11/09 b. Deposit Account Number Authorized User Name	
9. Signature:  Simon O'Brien Name of Person Signing		2/26/09 Date Total number of pages including cover sheet, attachments, and documents:	

Documents to be recorded (including cover sheet) should be sent to (571) 273-4149, or mailed to: Mail Stop Assignments Records Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22312-1450

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 28, 2007 by Memories, LLC ("Grantor") in favor of SILICON VALLEY BANK ("Bank") having an address at 3003 Tasman Drive, Santa Clara, CA 95064-1191.

### RECITALS

A. Bank has agreed to make certain advances and credit extensions to Grantor (the "Advances") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein but not defined herein are used as defined in the Loan Agreement. Bank is willing to make Advances to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (all as defined herein) of Grantor 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 Grantor's 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 the Obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations of Grantor under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in, to and under the intellectual property owned by Grantor, including, without limitation, the following:

- (a) Any and all 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, including, without limitation, those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design rights, which may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (e) Any 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 Grantor connected with and symbolized by such trademarks, including, without limitation, those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
- (f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation, those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

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REEL: 004035 FRAME: 0760

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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; and

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

(f) All 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.

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 Bank, of any or all other rights, powers or remedies.

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

Address of Grantor:

9181 East Bell Road, Suite 101  
Scottsdale, AZ 85260

Attn: Mark A. Rukavina

GRANTOR:

Memories, LLC.

By:

Title:

*Mark A. Rukavina*  
Founder + CEO

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N/A

TRADEMARK

REEL: 004035 FRAME: 0762



EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N/A

Patents

None

Registration/  
Application  
Number

Registration/  
Application  
Date

TRADEMARK

REEL: 004035 FRAME: 0763

EXHIBIT C

Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N/A

Copyrights

Copyright  
1977  
1978

Copyright  
April 1978  
1978

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N/A

Registration/  
Application  
Number

Registration/  
Application  
Date