RECORDATION FORM COVER SHEET

(Rev. 07/05) OMB No. 0651-0027 (exp. 06/3	RECORDATION FO	RM COVER SHEET United States Patent and Trademark Office	
	TRADEMAR	RKS 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		2. Name and address of receiving party(ies): Additional name(s) of conveying parties attached? □Yes ☒ No	
		Name: Silicon Valley Bank	
☐ Individual(s)	☐ Association	Internal Address	
General Partnership	☐ Limited Partnership	Street Address: 3003 Tasman Drive	
□ Corporation-State			
☐ Other		City: Santa Clara State: CA	
Additional name(s) of conveying	g partìes attached? ∐Yeş ⊠ No	Country: USA	
Nature of conveyance/	Execution Date(s):	Zip: 95054	
Execution Date(s): Febru	ary 25, 2009	Association Citizenship	
Assignment Assignment	<u></u> Merger	 ☐ General Partnership Citizenship ☐ Limited Partnership Citizenship ☐ Corporation Citizenship: USA State; CA 	
Security Agreement	☐ Change of Name	Other Citizenship If assignee is not domiciled in the United States, a domestic representative	
Reel/Frame 3942/0810, th parties were filed incorre Conveying Parties: IMEM Party: SILICON VALLEY I		designation is attached: ☐ Yes ☒ No (Designations must be a separate document from assignment)	
4. Application number(s) or re	egistration number(s) and identifi	cation or description of the Trademark:	
A. Trademark Application No.(s		B. Trademark Registration No.(s)	
		77160428	
	100 100 100 100 100 100 100 100 100 100	77160430	
C. Identification or Description Registration Number is un	n of Trademark(s) (and Filing Date known):	a if Application or Additional sheets attached? Yes No	
5. Name and address of p correspondence concerning document sh	•	6. Total number of applications and registrations involved: 2	
Name: UCC Direct Service	es		
nternal Address: Attn: 140	080632	7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 6 S	
Street Address: 187 Wolf I	Road, Suite 101	Authorized to be charged to deposit account Enclosed	
Olty: Albany State: I	NY ZIP: 12205	8. Payment Information:	
Phone Number: 1-800-342 -	-3676 X 4065	a. Credit Card Last 4 Numbers 5653 Expiration Date 11/09	
ax Number: 1-800-962-7049		b. Deposit Account Number	
Email Address: cls-udsalb	any@wolterskluwer.com	Authorized User Name	
I. Signature	DBoy	7/13/09	
700414137	Signature	Date TRADEMARK REEL: 004035 FRAME: 0755	
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Joseph Borgman

Name of Person Signing

rotal 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

UNIVERSE PARTICIPATION (USA)		15/2009	u.o. Definitionen i Vit
COMMERCE (Rev. 07/05)	RECORDATION	412943	United States Patent and Trademark Office
(MB No. 0651-002? (exp. 06/)		ON COTEN SPICE	Oldonic States Latticut Main Transitition Onlica
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To the Director of the	a U.S. Patent and Trademark Office: I	Please record the sides!	jed documents or the new address (as) below.
IMEMORIES INC		2. Name and address of receiving party(les): Additional name(s) of conveying parties attached?	
9181 E BELL ROAD STE 101 SCOTTSDALE AZ 35250		Name: Silicon Val	Roy Bank
☐ individual(s)	☐ Association	Internal Address	
General Pertnership	Limited Partnership	Street Address: 30	03 Tacman Drive
☑ Corporation-State		 }	,
☐ Other		City: Sente Clara	
		State: CA	
Additional nume(s) of conveys	ng parties eltechad? 🖂 Yes 🔀 No	Country: USA	
3. Nature of conveyance	/ Execution Date(s):	Zip: 95054	
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☐ Assignment	☐Merger ☐ Change of Name	Corporation	rehip Citizenship Citizenship : USA State: CA
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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		(Designations must be	e à separate document from eurigrement)
Perty: SILICON VALLEY 4. Application number(s) or	BANK registration number(s) and identific	gation or description of	of the Trademeric
A. Trademark Application No.(s)		B. Tradement Registration No.(s)	
		77160428	
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5. Name and address of party to whom correspondence concerning document should be maked:		6. Total number o registrations in	of applications and applications and applications and applications and applications are applications and applications are app
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9. Signature.	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		フ/13/ 09

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5. Name and address of party to whom	8. Total number of spoliceBons and
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 28, 2007 by IMemories, LLC ("Grantor") in favor of SiLICON VALLEY BANK ("Benk") having an address at 3003 Tasman Drive, Santa Clara, CA 96054-1191.

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 Colleteral.
- 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 end complete payment when due of the Obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

TO THE THE AGREEMENT THE WAXE WAY

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 <u>Exhibit B</u> 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 outliness 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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- Any and all claims for darmages 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;
- All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royelties arising from such use to the extent permitted by such license or rights; and
- All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- 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. Ricego vi da jakter te seg et 1

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Address of Grantor:

9181 East Bell Road, Suite 101 Scottsdale, AZ 85260

Aftn: Mark A. Rukavina

[Memorles, LLC.

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EXHIBIT A

Copyrights

Description

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Registration/ Application <u>Number</u>

1-638 (27)

Registretion/ Application <u>Date</u>

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EXHIBIT B

Patents

Description

N/A

Registration/ Application Number

Registration/ Application <u>Date</u>

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EXHIBIT C

Trademarks

Description

N/A

Registration/ Application Number Registration/ Application <u>Date</u>

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EXHIBIT D

Mask Works

Description

N/A

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