

## 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):

**BIG STAGE ENTERTAINMENT INC**  
**15303 VENTURA BLVD SUITE 1050**  
**SHERMAN OAKS CA 91403**

- 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 10, 2009**

- Assignment                       Merger  
 Security Agreement               Change of Name

**Other; CORRECTIVE STATEMENT. Please refer to Reel/Frame: 3933/0930, the conveying and receiving parties were filed in error. They should read as: Conveying Party: Big Stage Entertainment Inc., Receiving Party: Silicon Valley Bank. Please correct.**

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

Additional name(s) of conveying parties attached?  Yes  NoName: **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)

**77152293****77376571**

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 **5083**  
Expiration Date **11/09**

b. Deposit Account Number  
Authorized User Name

9. Signature.



Signature

**7/13/09**

Date

**TRADEMARK****700414138****REEL: 004035 FRAME: 0845**

Joseph Boreman  
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

TRADEMARK

REEL: 004035 FRAME: 0846

TO: UCC DIRECT SERVICES COMPANY: ATTN: 14080632

07/15/2009  
700412941

RECORDATION FORM COVER SHEET

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

VW111V-1000

Rev. 07/05  
OMB No. 0601-0027 (exp. 08/30/2008)

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):  
BIG STAGE ENTERTAINMENT INC  
16303 VENTURA BLVD SUITE 1000  
SHERMAN OAKS CA 91403

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

Name: Silicon Valley Bank

Internal Address

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Country: USA

Zip: 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, 2008

- Assignment
- Security Agreement
- Merger
- Change of Name

- 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)

Other: CORRECTIVE STATEMENT. Please refer to Reel/Frame: 3923/0830, the conveying and receiving parties were filed in error. They should read as:  
Conveying Party: Big Stage Entertainment Inc.,  
Receiving Party: Silicon Valley Bank. Please correct.

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)

77152293  
77378871

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: 157 Wolf Road, Suite 101

City: Albany State: NY ZIP: 12205

Phone Number: 1-800-342-3576 X 4006

Fax Number: 1-800-962-7040

Email Address: oia-ucc@albanys@wotrakfwer.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.0 (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 5683  
Expiration Date 11/09

b. Deposit Account Number  
Authorized User Name

9. Signature



Signature

7/13/09

Date

TRADEMARK

REEL: 004035 FRAME: 0847

TO:UCC DIRECT SERVICES COMPANY:ATTN: 14080632

Joseph Borzman  
Name of Person Signing

Place signature on signed recording 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

02/11/2009  
700399203

U.S. DEPARTMENT OF

FORM PTO-1594  
COMMERCE  
(Rev. 07/05)  
OMB No. 0851-0027 (exp 09/30/2008)

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 document(s) of the new assignment(s) below.

1. Name of conveying party(ies):  
Silicon Valley Bank  
3663 Tasman Drive  
Santa Clara, CA 95054

- 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 10, 2008

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

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

Name: B&G STAGE ENTERTAINMENT INC

Internal Address

Street Address: 1010 GYCAMORE AVE SUITE 500

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  
(Designatory 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)  
77152253  
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 West Road, Suite 101

City: Albany State: NY ZIP: 12205

Phone Number: 1-800-342-3876 X 4085

Fax Number: 1-800-862-7048

Email Address: [cc-india@albanyserv.com](mailto:cc-india@albanyserv.com)

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.101(b)(3) & 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

  
Date

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

Documents to be recorded (including cover sheet) should be mailed to (571) 373-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## 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.

TRADEMARK

REEL: 004035 FRAME: 0850

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:

Address of Grantor:

BIG STAGE ENTERTAINMENT, INC.

17906 Crusader Avenue, Suite 100  
Gerritos, CA 90703

By: [Signature]  
Title: Executive Vice President

Attn: \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

5820 Canoga Avenue, Suite 210  
Woodland Hills, CA 91367

By: [Signature]  
Title: SRM

Attn: Stephen Hughes

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.

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