

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT   |
| <b>NATURE OF CONVEYANCE:</b> | Foreclosure Sale Agreement, releasing security interests (recorded at reel/frame 4106/0662 and reel/frame 4108/0592) with contemporaneous transfer of trademarks |

**CONVEYING PARTY DATA**

| Name                    | Formerly | Execution Date | Entity Type                         |
|-------------------------|----------|----------------|-------------------------------------|
| IMEEM, INC.             |          | 12/08/2009     | COMPANY: DELAWARE                   |
| Triplepoint Capital LLC |          | 12/08/2009     | LIMITED LIABILITY COMPANY: DELAWARE |
| Silicon Valley Bank     |          | 12/08/2009     | Chartered Bank: CALIFORNIA          |

**RECEIVING PARTY DATA**

|                        |                                     |
|------------------------|-------------------------------------|
| <b>Name:</b>           | MySpace Music, LLC                  |
| <b>Street Address:</b> | 8942 Wilshire Blvd.                 |
| <b>City:</b>           | Beverly Hills                       |
| <b>State/Country:</b>  | CALIFORNIA                          |
| <b>Postal Code:</b>    | 90211                               |
| <b>Entity Type:</b>    | LIMITED LIABILITY COMPANY: DELAWARE |

**PROPERTY NUMBERS Total: 5**

| Property Type        | Number  | Word Mark                |
|----------------------|---------|--------------------------|
| Registration Number: | 3254193 | I                        |
| Registration Number: | 3377429 | IMEEM                    |
| Registration Number: | 3121609 | IMEEM                    |
| Registration Number: | 3392808 | IMEEM! CONNECTS PEOPLE   |
| Registration Number: | 3380514 | WHAT'S ON YOUR PLAYLIST? |

**CORRESPONDENCE DATA**

Fax Number: (703)610-6200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 703-610-6100  
 Email: boxip@hoganlovells.com  
 Correspondent Name: Valerie Brennan, Hogan Lovells US LLP

**900161825**

**TRADEMARK  
 REEL: 004202 FRAME: 0955**

**CH \$140.00 3254193**

Address Line 1: 7930 Jones Branch Drive  
Address Line 2: Box Intellectual Property  
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER: 35444.01

NAME OF SUBMITTER: Valerie Brennan

Signature: /vb/

Date: 05/11/2010

Total Attachments: 5  
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## Transfer Statement

### PURSUANT TO SECTION 9619 OF UNIFORM COMMERCIAL CODE

1. TriplePoint Capital LLC ("TP"), a Delaware limited liability company, located at 2755 Sand Hill Road, Suite 150, Menlo Park, CA 94025, and iMeem, Inc., a Delaware corporation, located at 4139 Townsend Street, Suite 400, San Francisco, CA 94107 ("Debtor"), are parties to (i) that certain Plain English Growth Capital Loan and Security Agreement dated as of October 17, 2007 (as amended, the "TP Loan Agreement"), pursuant to which TP agreed to make advances to Debtor in a maximum principal amount of [REDACTED]; and (ii) that certain Plain English Master Lease Agreement dated as of June 20, 2007 and the associated schedules, which facility was subsequently converted into a subordinated growth capital loan facility from TP to Debtor in the maximum principal amount of [REDACTED].

2. Silicon Valley Bank, a California chartered bank, located at 3005 Tasman Drive, Santa Clara, CA 95054 ("SVB" and, together with TP, "Secured Parties"), and Debtor are parties to: (i) that certain Amended and Restated Loan and Security Agreement dated June 21, 2007 (as amended, the "SVB Loan Agreement"), pursuant to which SVB agreed to make (x) a capital growth loan facility available to Debtor in a maximum principal amount of [REDACTED] and (y) a term loan facility available to Debtor in the maximum principal amount of [REDACTED]; and (ii) that certain Loan and Security Agreement dated April 30, 2009 (as amended, the "SVB Equipment Loan Agreement"), pursuant to which SVB agreed to make an equipment loan facility available to Debtor in a maximum principal amount of [REDACTED].

3. In connection with the TP Loan Agreement and SVB Loan Agreement, Debtor's subsidiary, SNOCAP, Inc., a Delaware corporation, located at 4139 Townsend Street, Suite 400, San Francisco, CA 94107 ("Guarantor" and, together with Debtor, the "Obligors"), executed and delivered certain unconditional guaranties (collectively, the "Guaranties") in favor of TP and SVB, respectively.

4. The TP Loan Agreement, the SVB Loan Agreement, the SVB Equipment Loan Agreement, the Guaranties, and all other agreements, amendments, documents, financing statement, or instruments executed in connection therewith shall each be referred to generically as a "Credit Document" and collectively as the "Credit Documents." The obligations owing by Debtor to TP and/or SVB under the Credit Documents shall be referred to, collectively, as the "Obligations."

5. In order to secure the prompt payment and performance of all Obligations owing by Obligors under the Credit Documents, Obligors granted to Secured Parties each a valid, perfected security interest in and lien or mortgage upon all or substantially all of Obligors' assets

("Collateral"), including, without limitation, the assets more specifically set forth in the attached Schedule I (the "Transferred Assets").


6. Certain events of default under the Credit Documents have occurred as a result of Obligor's pending insolvency, and Secured Parties had the unequivocal right to enforce all of its remedies against Obligor and the Collateral, including, without limitation, the right to sell, lease, license, or otherwise dispose of, as applicable, all or any part of the Collateral in one or more private sales pursuant to the California Uniform Commercial Code (the "Foreclosure Sale Process").

7. The Secured Parties jointly conducted a private sale of the Collateral pursuant to the Foreclosure Sale Process on December 8, 2009.

8. At the private sale of the Collateral held on December 8, 2009, held pursuant to Section 9-610 of the California Uniform Commercial Code Secured Parties thereby irrevocably and unconditionally sold, conveyed, transferred, assigned, and delivered to MySpace Music, LLC ("Purchaser"), located at 8942 Wilshire Blvd., Beverly Hills, CA 90211, all legal, beneficial, and other right, title, and interest of Obligor (and of Sellers, if any) in and to the Transferred Assets to have and to hold the same unto Purchaser, its successors and assigns, to or for its and their use forever, and Purchaser accepted such right, title, and interest in and to the Transferred Assets. As a result thereof, Purchaser is permitted and authorized to transfer of record all of the Obligor's (and Secured Parties', if any) rights in any of the Collateral in any official filing, registration or certificate of title system covering any of the Collateral (pursuant to California Uniform Commercial Code Section 9-619(b)).

IN WITNESS WHEREOF, the Secured Parties have executed this Transfer Statement, effective as of December 8, 2009.

TRIPLEPOINT CAPITAL LLC

By: 

Name: SAMUEL SRINIVASAN

Title: COO

SILICON VALLEY BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

("Collateral"), including, without limitation, the assets more specifically set forth in the attached Schedule I (the "Transferred Assets").

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IN WITNESS WHEREOF, the Secured Parties have executed this Transfer Statement, effective as of December 8, 2009.

TRIPLEPOINT CAPITAL LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SILICON VALLEY BANK

By: Brian Bell

Name: BRIAN Bell

Title: SR Advisor

## Schedule 1 to Transfer Statement

### **Transferred Assets**

All properties, assets, rights, titles and interests of every kind and nature, owned by Obligors, or leased to Obligors by either of the Sellers, as the same shall exist at the Effective Date, whether tangible or intangible, real or personal, and wherever located and by whomever possessed listed below (collectively the "Transferred Assets", but exclusive, in all cases, of the Excluded Assets):

(1) Machinery and Equipment. All machinery and equipment, fixed assets, tools, spare and replacement parts, maintenance equipment, materials, networks, computers, printers, servers, or other equipment, wherever located and whether held by Obligors or any third parties, of Obligors, including, without limitation, as more specifically listed on Annex A-1;

(2) Personal Property. All office furnishings and furniture, display racks, shelves, decorations, fixtures, supplies and other tangible personal property of Obligors (the "Personal Property");

(3) Intellectual Property. All intellectual property and related rights of Obligors, including, without limitation, as more specifically listed on Annex A-2;

(4) Contractual Rights. All contractual rights of Obligors to the extent such licenses or contracts have been assumed by Purchaser pursuant to Section 3(a) of this Agreement and listed on Annex A-3.

(5) Books and Records. All books, files, papers, agreements, correspondence, databases, information systems, programs, software, documents, records and documentation thereof related to any of the Transferred Assets or the Assumed Obligations, or used in the conduct of Obligors' business, in whatever medium, including paper, electronic and otherwise (the "Books and Records"); and

(6) Goodwill. All goodwill generated by or associated with Obligors' business.

(7) Advertising Insertion Orders. All rights, but not the obligation, to fulfill, and all revenue pursuant to, the advertising insertion orders set forth on Schedule 4(b).


Annex A-2

**Intellectual Property**

**A. Trademarks and Trademark Applications**

All of Obligor's trademarks, service marks, trade names (whether registered or unregistered), certification marks, service names, industrial designs, brand names, trade dress rights, internet domain names and web addresses and sites (including, but not limited to, those listed under Section D below), indentifying symbols, logos, emblems, signs or insignia, and including all good will associated with the foregoing, as well as any rights to recover for past, present or future infringement ("Marks"), including, but not limited to, the following:

**TRADEMARKS**

| Mark   | Registration Date               | Registration Number          | Registered Owner | Foreign Registration   |
|--|---------------------------------|------------------------------|------------------|--|
| I and Design<br> | Registered<br>June 19, 2007     | SN:78-606860<br>RN:3,254,193 | Imeem, Inc.      | Registered in Australia, Canada, China, the European Union, Japan and Korea.   |
| IMEEM<br><br>IMEEM   | Registered<br>February 5, 2008  | SN:77-139266<br>RN:3,377,429 | Imeem, Inc.      | Registered in Australia, Canada and the European Union.                        |
| IMEEM  | Registered<br>July 25, 2006     | SN:78-405684<br>RN:3,121,609 | Imeem, Inc.      | Registered in Australia, Canada and the European Union.                        |
| IMEEM! CONNECTS<br>PEOPLE  | Registered<br>March 4, 2008     | SN:78-498363<br>RN:3,392,808 | Imeem, Inc.      | Registered in Australia and European Union. Applied for registration in Canada |
| WHAT'S ON YOUR<br>PLAYLIST?<br><br>WHAT'S ON YOUR PLAYLIST?  | Registered<br>February 12, 2008 | SN:77-139335<br>RN:3,380,514 | Imeem, Inc.      |  |
| MEEM   |                                 |                              |                  | Registered in Australia and the European Union.                                |
| SNOCAP   | Registered July<br>26, 2005     | SN: 78976163<br>RN: 2980071  | SNOCAP,<br>Inc.  |  |
| SNOCAP   | Registered July<br>18, 2006     | SN: 3117842<br>RN: 78226031  | SNOCAP,<br>Inc.  |  |

**B. Patents and Patent Applications**