

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iMemories, Inc.		09/13/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Captital Southwest Corporation		
Street Address:	2900 Preston Rd.		
Internal Address:	Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75230		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3452187	IMEMORIES	
Registration Number:	3555877	I	
CORRESPONDENCE DATA			
Fax Number:	(602)664-2091		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	602-640-9311		
Email:	trademarks@omlaw.com		
Correspondent Name:	Jonathan F. Ariano		
Address Line 1:	2929 N. Central Ave.		
Address Line 2:	Suite 2100		
Address Line 4:	Phoenix, ARIZONA 85012		
ATTORNEY DOCKET NUMBER:	13559.1		
NAME OF SUBMITTER:	Jonathan F. Ariano		

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Signature:	/jonathan.f.ariano/
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Date:	09/17/2010
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Total Attachments: 6
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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of September 13, 2010, is executed by iMemories, Inc., a Delaware corporation ("Debtor"), in favor of the Collateral Agent (as defined in the Security Agreement (as defined below)). The parties listed on Annex A hereto are sometime reference to herein as "Secured Parties."

A. Pursuant to a Secured Note and Warrant Purchase Agreement, dated as of September 13, 2010 (the "Purchase Agreement"), among Debtor and Secured Parties, Secured Parties have agreed to extend certain secured loans to Debtor upon the terms and subject to the conditions set forth therein. Pursuant to a Security Agreement, dated as of September 13, 2010 (the "Security Agreement"), executed by Debtor in favor of the Collateral Agent on behalf of the Secured Parties, Debtor has secured its Obligations (as defined in the Security Agreement) under the secured convertible promissory notes issued pursuant to the Purchase Agreement.

B. Debtor owns the registered trademarks, and/or applications for registered trademarks (including intent-to-use trademarks) more particularly described on Schedules I-A and I-B annexed hereto as part hereof (collectively, the "Trademarks");

C. Schedules I-A and I-B hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to the Collateral Agent, in accordance with the provisions of Section 6(c) of the Security Agreement, of any addition or change which is necessary to be made to Schedules I-A and I-B in order to maintain such schedules' completeness or accuracy, and, further, Debtor shall provide such notice to the Collateral Agent within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than thirty (30) days following the date of such event.

D. Debtor hereby grants, to the Collateral Agent, for itself and on behalf of and for the ratable benefit of each of the Secured Parties, a security interest in all right, title and interest of Debtor in and to the Trademarks, together with any renewals thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to the Collateral Agent, for itself and on behalf of and for the ratable benefit of each of the Secured Parties, a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Upon termination of the security interest granted pursuant to the Security Agreement, the security interest granted herein shall terminate and all rights to the Trademarks and the Collateral shall revert to Debtor.

Secured Parties' addresses are set forth on Annex A hereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Debtor has caused this Grant of Security Interest in Trademarks to be executed as of the day and year first above written.

COMPANY:

iMemories, Inc., a Delaware corporation

By: Mark A. Rukavina
Mark A. Rukavina, CEO

Address: 9181 East Bell Road, Scottsdale, AZ 85260
Facsimile: (480) 767-2511

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
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ANNEX A

Secured Party Name and Notice Address:

Capital Southwest Corporation

Address: 2900 Preston Road, Suite 700
Dallas, Texas 75230

Attention: William M. Ashbaugh, Senior Vice President


Fax: (972) 233-7362

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SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

REGISTERED TRADEMARKS

Country	Mark	Reg. No.	Status
United States	IMEMORIES (word) Classes 40, 41, 42	3452187	04/19/2007 - Application filed. 06/24/2008 - Registered. 06/24/2014 -- Section 8 & 15 Due.
United States	IMEMORIES (design) Classes 40, 41, 42 	3555877	04/19/2007 - Application filed. 01/06/2009 - Registered. 01/06/2015 -- Section 8 & 15 Due.

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SCHEDULE I-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Country	Mark	Serial No.	Status
European Union	IMEMORIES (word) Classes 40, 41, 42	009108374	5/17/2010 – Application filed.

UNREGISTERED TRADEMARKS

“Now on DVD – You.”

“Where moments live on.”

“Your home movies. Now on DVD.”

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