

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                       |
|----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>          |  | NEW ASSIGNMENT        |                       |
| <b>NATURE OF CONVEYANCE:</b>     |  | SECURITY INTEREST     |                       |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>    |
| Createthe Group, Inc.            |  | 06/17/2011            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                       |
| <b>Name:</b>                     | Silicon Valley Bank  |                       |                       |
| <b>Street Address:</b>           | 3003 Tasman Drive, HG 150  |                       |                       |
| <b>City:</b>                     | Santa Clara  |                       |                       |
| <b>State/Country:</b>            | CALIFORNIA   |                       |                       |
| <b>Postal Code:</b>              | 95054  |                       |                       |
| <b>Entity Type:</b>              | Bank: CALIFORNIA   |                       |                       |
| <b>PROPERTY NUMBERS Total: 4</b> |  |                       |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                       |
| Registration Number:             | 3381960  | CREATETHE             |                       |
| Registration Number:             | 2960475  | CREATETHE             |                       |
| Registration Number:             | 3361824  | MORPHEUS MEDIA        |                       |
| Registration Number:             | 3361819  | MORPHEUS MEDIA        |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                       |
| <b>Fax Number:</b>               | (302)636-5454  |                       |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Phone:</b>                    | 800-927-9801 x2348   |                       |                       |
| <b>Email:</b>                    | jpaterso@cscinfo.com   |                       |                       |
| <b>Correspondent Name:</b>       | Corporation Service Co.- J. Paterson   |                       |                       |
| <b>Address Line 1:</b>           | 1090 Vermont Avenue NW, Suite 430  |                       |                       |
| <b>Address Line 4:</b>           | Washington, DISTRICT OF COLUMBIA 20005   |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 820008-5   |                       |                       |
| <b>NAME OF SUBMITTER:</b>        | Jean Paterson  |                       |                       |

**CH \$115.00 3381960**

**900194986**

**TRADEMARK  
 REEL: 004566 FRAME: 0459**

|   |            |
|---|------------|
| Signature:  | /jep/      |
| Date:   | 06/21/2011 |
| <b>Total Attachments: 8</b><br>source=6-21-11 Createthe Group-TM#page1.tif<br>source=6-21-11 Createthe Group-TM#page2.tif<br>source=6-21-11 Createthe Group-TM#page3.tif<br>source=6-21-11 Createthe Group-TM#page4.tif<br>source=6-21-11 Createthe Group-TM#page5.tif<br>source=6-21-11 Createthe Group-TM#page6.tif<br>source=6-21-11 Createthe Group-TM#page7.tif<br>source=6-21-11 Createthe Group-TM#page8.tif |            |

**RECORDATION FORM COVER SHEET  
 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):**

CREATETHE GROUP, INC.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: DELAWARE  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) JUNE 17, 2011

- Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: SILICON VALLEY BANK

Internal Address: \_\_\_\_\_  
 Address: \_\_\_\_\_

Street Address: 3003 TASMAN DRIVE, HG 150

City: SANTA CLARA

State: CALIFORNIA

Country: UNITED STATES Zip: 95054

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other BANK      Citizenship CALIFORNIA

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)

3,381,960 2,960,475 3,361,824 3,361,819

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: CORPORATION SERVICE COMPANY

Internal Address: \_\_\_\_\_

Street Address: 1180 AVENUE OF THE AMERICAS

City: NEW YORK

State: NEW YORK Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: \_\_\_\_\_

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

4

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_


- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
 Signature

JUNE 21, 2011

Date

ANDREW NASH

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:  8

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

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 17, 2011 by and between **SILICON VALLEY BANK** (“**Bank**”) and **CREATETHE GROUP, INC.** (“**Grantor**”).

### RECITALS

A. Bank 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 as of the date hereof (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 (as each term is described below) 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 (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

1. 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**”);
2. 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;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
4. 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**”);

5. 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**”);
6. 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**”);
7. 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;
8. 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;
9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
10. 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 any person, including Bank, of any or all other rights, powers or remedies.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers hereunto duly authorized as of the first date written above.

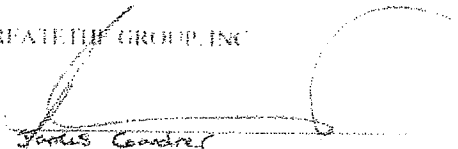
Address of Grantor

116 West Houston Street  
New York, New York 10012

Att: \_\_\_\_\_

GRANTOR

CREATETH GROUP, INC.

By:  \_\_\_\_\_  
James Condre

Title: CEO

Address of Bank

3003 Layman Drive  
Santa Clara, CA 95054-1191

Att: \_\_\_\_\_

BANK

SILICON VALLEY BANK

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

Title: Vice President

Signature Page to Intellectual Property Security Agreement

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

| <u>Description</u>  | <u>Registration/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>Date</u> |
|---|---|---|
| SYSTEM AND METHOD FOR<br>MANAGING CREATIVE ASSETS VIA<br>USER INTERFACE               | PCT/US2005/037745                               | October 21, 2005                              |
| SYSTEM AND METHOD FOR MANAGING<br>CREATIVE ASSETS VIA A RICH USER<br>CLIENT INTERFACE | 7,296,025                                       | November 13, 2007                             |



EXHIBIT C

Trademarks

| <u>Description</u>  | <u>Registration/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>Date</u> |
|---------------------|---|---|
| CREATETHE           | US # 3381960                                    | July 28, 2006                                 |
| CREATETHE           | US # 2960475                                    | August 13, 2003                               |
| CREATETHE           | EU # 005156625                                  |   |
| MORPHEUS MEDIA LOGO | US # 3361824                                    | January 1, 2008                               |
| MORPHEUS MEDIA      | US # 3361819                                    | January 1, 2008                               |

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.