

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
Joby Photo, Inc.		08/31/2011	CORPORATION: CALIFORNIA
Joby, Inc.		08/31/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	85165735	INSPIRED BY ORIGAMI, DESIGNED FOR COMFORT	
Serial Number:	85156562	GORILLAMOBILE ORI	
Serial Number:	85108726	SWITCHBACK	
Serial Number:	85093243	BLADE	
Registration Number:	3887618	GORILLAMOBILE	
Registration Number:	3818732	GORILLATORCH	
Registration Number:	3793402	GORILLAPOD FOCUS	
Registration Number:	3728756	GORILLAPOD GO-GO!	
Registration Number:	3376811	GORILLAPOD SLR-ZOOM	
Registration Number:	3376812	GORILLAPOD SLR	
Registration Number:	3514536	JOBY	
Registration Number:	3238654	JOBY	
Registration Number:	3238686	GORILLAPOD	

CH \$390.00 85165735

Registration Number:	3235624	GORILLAPOD
Registration Number:	3235625	GET THE PERFECT PICTURE

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3129932647
Email: zeynep.gieseke@lw.com
Correspondent Name: Zeynep Gieseke
Address Line 1: 233 S. Wacker Drive, Suite 5800
Address Line 2: Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60606-6401

ATTORNEY DOCKET NUMBER:	025646-0545
NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	09/01/2011

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2011, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as US/HK Agent for the Lenders, the L/C Issuers and each other Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 21, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the US Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto, GE Capital, as US/HK Agent, GE Canada Finance Holding Company, as Canadian Agent, and GE Corporate Finance Bank SAS, London Branch, as UK Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Joinder Agreement to Pledge and Security Agreement (the “Joinder”), dated as of the date hereof, which Joinder relates to a Pledge and Security Agreement dated as of October 21, 2010 in favor of US/HK Agent (as the same may be amended, restated, supplemented or otherwise modified, the “Pledge and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the US Borrower; and

WHEREAS, all of the Grantors are party to the Pledge and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with US/HK Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to US/HK Agent for the benefit of the Secured Parties, and grants to US/HK Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

1. all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to US/HK Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of US/HK Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder to the extent, and on the same terms, set forth in the Pledge and Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

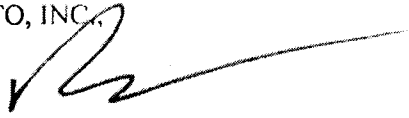
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature pages follow.]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

JOBY PHOTO, INC.,
as a Grantor

By: 
Name: Peter W. Klein
Title: Secretary

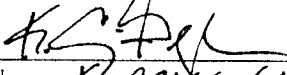
JOBY, INC.,
as a Grantor

By: 
Name: Peter W. Klein
Title: Secretary

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as US/HK Agent

By: 
Name: F. CRAIG GALLETTA
Title: FULLY AUTHORIZED SIGNATORY

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

See attached.

2. TRADEMARK APPLICATIONS

See attached.

3. IP LICENSES

None.

Joby Photo, Inc. Trademarks Status Table

Country	Mark	Application No. (date filed)	Registration No. (date registered)	Current Owner of Record	Status
United States	INSPIRED BY ORIGAMI, DESIGNED FOR COMFORT	85/165,735 (10/31/10)		Joby Photo, Inc. 1000 Sansome St. #150 San Francisco, CA 94111	Published (Pending) 5/10/11: Notice of Allowance mailed 11/10/11: Statement of Use of Extension due
United States	GORILLAMOBILE ORI	85/156,562 (10/19/10)		Joby Photo, Inc. 1000 Sansome St. #150 San Francisco, CA 94111	Published (Pending) 6/7/11: Notice of Allowance mailed 12/7/11: Statement of Use or Extension due
United States	SWITCHBACK	85/108,726 (8/16/10)		Joby Photo, Inc. 1000 Sansome St. #150 San Francisco, CA 94111	Published (Pending) 6/21/11: Notice of Allowance mailed 12/21/11: Statement of Use or Extension due
United States	BLADE	85/093,243 (7/26/10)		Joby Photo, Inc. 1000 Sansome St. #150 San Francisco, CA 94111	Published (Pending) 3/1/11: Notice of Allowance mailed 9/1/11: Statement of Use or Extension due

Country	Mark	Application No. (date filed)	Registration No. (date registered)	Current Owner of Record	Status
United States	GORILLAMOBILE	77/826,712 (9/15/09)	3,887,618 (12/7/10)	Joby Photo, Inc. 1000 Sansome St. #150 San Francisco, CA 94111	Registered 6/7/15: Section 8 due 6/7/19: Sections 8 and 9 due
United States	GORILLATORCH	76/697,051 (4/24/09)	3,818,732 (7/13/10)	Joby Photo, Inc. 1535 Mission St., 2nd Floor San Francisco, CA 94103	Registered 1/13/16: Section 8 due 1/13/20: Sections 8 and 9 due
United States	GORILLAPOD FOCUS	76/690,940 (6/30/08)	3,793,402 (5/25/10)	Joby Photo, Inc. 1535 Mission St., 2nd Floor San Francisco, CA 94103	Registered 12/25/15: Section 8 due 12/25/16: Sections 8 and 9 due
United States	GORILLAPOD GO-GO!	76/683,290 (10/25/07)	3,728,756 (12/22/09)	Joby Photo, Inc. 1535 Mission St., 2nd Floor San Francisco, CA 94103	Registered 6/22/15: Section 8 due 6/22/19: Sections 8 and 9 due

Country	Mark	Application No. (date filed)	Registration No. (date registered)	Current Owner of Record	Status
United States	GORILLAPOD SLR-ZOOM	76/676,190 (4/30/07)	3,376,811 (2/5/08)	Joby Photo, Inc. 1000 Sansome St. #150 San Francisco, CA 94111	Registered 8/5/13: Section 8 due 8/5/17: Sections 8 and 9 due
United States	GORILLAPOD SLR	76/676,191 (4/30/07)	3,376,812 (2/5/08)	Joby Photo, Inc. 1000 Sansome St. #150 San Francisco, CA 94111	Registered 8/5/13: Section 8 due 8/5/17: Sections 8 and 9 due
United States	JOBY and Design	76/661,496 (6/13/06)	3,514,536 (10/14/08)	Joby, Inc. 1010 Fair Avenue Santa Cruz, CA 95060	Registered 4/14/14: Section 8 due 4/14/18: Sections 8 and 9 due
United States	JOBY	76/655,845 (3/1/06)	3,238,654 (5/8/07)	Joby, Inc. 865 Brisa Del Mar Santa Cruz, CA 95060	Registered 11/8/12: Section 8 due 11/8/16: Sections 8 and 9 due
United States	GORILLAPOD and Design	76/661,418 (6/12/06)	3,238,686 (5/8/07)	Joby Photo, Inc. 1000 Sansome St. #150 San Francisco, CA 94111	Registered 11/8/12: Section 8 due 11/8/16: Sections 8 and 9 due

Country	Mark	Application No. (date filed)	Registration No. (date registered)	Current Owner of Record	Status
United States	GORILLAPOD	76/655,846 (3/1/06)	3,235,624 (5/1/07)	Joby Photo, Inc. 1000 Sansome St. #150 San Francisco, CA 94111	Registered 11/1/12: Section 8 due 11/1/16: Sections 8 and 9 due
United States	GET THE PICTURE PERFECT	76/655,847 (3/1/06)	3,235,625 (5/1/07)	Joby, Inc. 865 Brisa Del Mar Santa Cruz, CA 95060	Registered 11/1/12: Section 8 due 11/1/16: Sections 8 and 9 due