

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
DIGITAL DOMAIN MEDIA GROUP, INC.		02/23/2012	CORPORATION: FLORIDA
DIGITAL DOMAIN		02/23/2012	CORPORATION: DELAWARE
DDH LAND HOLDINGS, LLC		02/23/2012	LIMITED LIABILITY COMPANY: FLORIDA
DIGITAL DOMAIN INSTITUTE, INC.		02/23/2012	CORPORATION: FLORIDA
DIGITAL DOMAIN STEREO GROUP, INC.		02/23/2012	CORPORATION: FLORIDA
DDH LAND HOLDINGS II, LLC		02/23/2012	LIMITED LIABILITY COMPANY: FLORIDA
DIGITAL DOMAIN INTERNATIONAL, INC.		02/23/2012	CORPORATION: FLORIDA
TRADITION STUDIOS, INC.		02/23/2012	CORPORATION: FLORIDA
DIGITAL DOMAIN PRODUCTIONS, INC.		02/23/2012	CORPORATION: DELAWARE
MOTHERSHIP MEDIA, INC.		02/23/2012	CORPORATION: CALIFORNIA
D2 SOFTWARE, INC.		02/23/2012	CORPORATION: DELAWARE
DD ENTERTAINMENT PRODUCTIONS, INC.		02/23/2012	CORPORATION: CALIFORNIA
INSTANT KARMA FILMS, LLC		02/23/2012	LIMITED LIABILITY COMPANY: CALIFORNIA

OP \$615.00 77849344

RECEIVING PARTY DATA

Name:	COMVEST CAPITAL II, L.P., as Administrative Agent
Street Address:	525 Okeechobee Boulevard, Suite 1050
City:	West Palm Beach
State/Country:	FLORIDA
Postal Code:	33401
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	77849344	DEPTH GRADING
Registration Number:	3751612	THE DIMENSIONALISTS
Registration Number:	3755067	IN-THREE
Registration Number:	3072431	DIMENSIONALIZED
Registration Number:	2644205	DIMENSIONALIZATION
Registration Number:	2617189	DIGITAL DOMAIN
Registration Number:	2658134	DIGITAL DOMAIN
Registration Number:	2534100	DIGITAL DOMAIN
Registration Number:	2536273	DIGITAL DOMAIN
Registration Number:	2651292	DIGITAL DOMAIN
Registration Number:	2534088	DIGITAL DOMAIN
Registration Number:	2536263	DIGITAL DOMAIN
Registration Number:	2552314	DREAM WITH YOUR EYES WIDE OPEN
Registration Number:	2549683	DREAM WITH YOUR EYES WIDE OPEN
Registration Number:	2539977	DREAM WITH YOUR EYES WIDE OPEN
Registration Number:	2607019	DREAM WITH YOUR EYES WIDE OPEN
Registration Number:	3247871	DREAM WITH YOUR EYES WIDE OPEN
Registration Number:	3004651	DREAM WITH YOUR EYES WIDE OPEN
Registration Number:	2614263	
Registration Number:	2015945	DIGITAL DOMAIN
Registration Number:	2018031	DIGITAL DOMAIN
Registration Number:	2938468	DREAM WITH YOUR EYES WIDE OPEN
Registration Number:	2948483	DIGITAL DOMAIN
Registration Number:	2435458	TED SHRED

**CORRESPONDENCE DATA**

Fax Number: (312)863-7806  
 Phone: 312-863-7198  
 Email: nancy.brougher@goldbergkohn.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Nancy Brougher  
 Address Line 1: Goldberg Kohn Ltd.  
 Address Line 2: 55 East Monroe Street, Suite 3300  
 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6913.008

	Nancy Brougher
Signature:	/njb/
Date:	02/23/2012
<b>Total Attachments: 8</b> source=First Lien Trademark Security Agreement#page1.tif source=First Lien Trademark Security Agreement#page2.tif source=First Lien Trademark Security Agreement#page3.tif source=First Lien Trademark Security Agreement#page4.tif source=First Lien Trademark Security Agreement#page5.tif source=First Lien Trademark Security Agreement#page6.tif source=First Lien Trademark Security Agreement#page7.tif source=First Lien Trademark Security Agreement#page8.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 23, 2012, by the undersigned (individually "Grantor" and collectively "Grantors"), in favor of COMVEST CAPITAL II, L.P., in its capacity as administrative agent ("Administrative Agent") for Lenders (as hereinafter defined).

### WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Loan Agreement dated as of November 24, 2010 by and among Digital Domain Media Group, Inc. (formerly known as Digital Domain Holdings Corporation), a Florida corporation (the "Borrower"), Administrative Agent and the lenders ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have made certain Loans for the benefit of Borrower, an affiliate of the other Grantors;

WHEREAS, in return for adequate consideration, Administrative Agent and Lenders have required that Grantors shall have executed and delivered to Administrative Agent, for itself and the ratable benefit of Lenders, that certain Second Amended and Restated Security Agreement dated as of November 24, 2010 and that certain Security Agreement dated as of February 23, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreements"); and

WHEREAS, pursuant to the Collateral Agreements, each Grantor is required to execute and deliver to Administrative Agent, each for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

#### 1. DEFINED TERMS.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

(b) Trademarks means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule I hereto, and (b) the right to obtain all renewals thereof.

(c) Trademark Licenses means, collectively, each agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including any of the foregoing referred to in Schedule I.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any "intent-to-use" Trademarks to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark under applicable federal law) (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark or Trademark licensed under any Trademark License; and

(d) all proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any such Trademark.

3. REPRESENTATION AND WARRANTY. Each Grantor hereby represents and warrants to Administrative Agent and each Lender that Schedule I lists all registered Trademarks and all Trademark Licenses owned by each Grantor in its own name on the date hereof.

4. COLLATERAL AGREEMENTS. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreements. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[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.

GRANTORS:

DIGITAL DOMAIN MEDIA GROUP, INC.,  
a Florida corporation

By: \_\_\_\_\_  
Name: John C. Toste  
Title: CEO

DIGITAL DOMAIN,  
a Delaware corporation

By: \_\_\_\_\_  
Name: John C. Toste  
Title: Chairman

DDH LAND HOLDINGS, LLC,  
a Florida limited liability company

By: \_\_\_\_\_  
Name: John C. Toste  
Title: Chairman of the Board

DIGITAL DOMAIN INSTITUTE, INC.,  
a Florida corporation

By: \_\_\_\_\_  
Name: John C. Toste  
Title: Chairman

DIGITAL DOMAIN STEREO GROUP, INC.  
(formerly known as DSD, Inc.)  
a Florida corporation

By: \_\_\_\_\_  
Name: John C. Toste  
Title: Chairman

DDH LAND HOLDINGS II, L.L.C.  
a Florida limited liability company

By: \_\_\_\_\_  
Name: John C. Terbor  
Title: Chairman of the Board

DIGITAL DOMAIN INTERNATIONAL, INC.,  
a Florida corporation

By: \_\_\_\_\_  
Name: John C. Terbor  
Title: Chairman

TRADITION STUDIOS, INC.,  
a Florida corporation

By: \_\_\_\_\_  
Name: John C. Terbor  
Title: Chairman

DIGITAL DOMAIN PRODUCTIONS, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: John C. Terbor  
Title: Chairman

MOTHERSHIP MEDIA, INC.,  
a California corporation

By: \_\_\_\_\_  
Name: John C. Terbor  
Title: Chairman

D2 SOFTWARE, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: John C. Terbor  
Title: Chairman

DD ENTERTAINMENT PRODUCTIONS, INC.,  
a California corporation

By: \_\_\_\_\_  
Name: John L. Taylor  
Title: Chairman

INSTANT KARMA FILMS, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: John L. Taylor  
Title: Chairman of Instant Karma

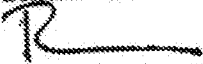


ACCEPTED AND ACKNOWLEDGED BY:

COMVEST CAPITAL II, L.P.,  
as Administrative Agent

By: ComVest Capital II Partners L.P.,  
its General Partner

By: ComVest Capital II Partners UGP, LLC  
its General Partner

By:   
Name: Robert O'Sullivan  
Title: Managing Partner

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

MARK	SERIAL NUMBER	STATUS	REGIS. NO.	REGIS. DATE	FIRST USE DATE	OWNER INFORMATION
DEPTH GRADING	77849344	Pending -- Application filed 08/03/11	NA	NA	09/12/07	DD3D, Inc.
THE DIMENSIONALISTS	77754784	Registered	3751612	02/23/10	05/01/09	Digital Domain Stereo Group, Inc.
IN-THREE	77138308	Registered	3755067	03/02/10	05/25/99	Digital Domain Stereo Group, Inc.
DIMENSIONALIZED	76536352	Registered	3072431	03/28/06	08/06/99	Digital Domain Stereo Group, Inc.
DIMENSIONALIZATION	76238556	Registered	2644205	10/29/02	08/06/99	Digital Domain Stereo Group, Inc.
DIGITAL DOMAIN	76206510	Registered	2617189	09/10/02	06/29/94	Digital Domain Productions, Inc.
DIGITAL DOMAIN	76206509	Registered	2658134	12/10/02	06/29/94	Digital Domain Productions, Inc.
DIGITAL DOMAIN	76204882	Registered	2534100	01/29/02	07/24/94	Digital Domain Productions, Inc.
DIGITAL DOMAIN	76204881	Registered	2536273	02/05/02	01/31/00	Digital Domain Productions, Inc.
DIGITAL DOMAIN	7620548	Registered	2651292	11/19/02	08/01/94	Digital Domain Productions, Inc.
DIGITAL DOMAIN	76202547	Registered	2534088	01/29/02	07/24/94	Digital Domain Productions, Inc.
DIGITAL DOMAIN	76202546	Registered	2536263	02/05/02	01/31/00	Digital Domain Productions, Inc.
DREAM WITH YOUR EYES WIDE OPEN	76198206	Registered	2552314	03/26/02	06/29/94	Digital Domain Productions, Inc.
DREAM WITH YOUR EYES WIDE OPEN	76198205	Registered	2549683	03/19/02	06/29/94	Digital Domain Productions, Inc.
DREAM WITH YOUR EYES WIDE OPEN	76198204	Registered	2539977	02/19/02	08/01/94	Digital Domain Productions, Inc.
DREAM WITH YOUR EYES WIDE OPEN	76198202	Registered	2607019	08/13/02	12/22/00	Digital Domain Productions, Inc.
DREAM WITH YOUR EYES WIDE OPEN	76198201	Registered	3247871	05/29/07	08/15/05	Digital Domain Productions, Inc.
DREAM WITH YOUR EYES WIDE OPEN	76198200	Registered	3004651	10/04/05	11/23/04	Digital Domain Productions, Inc.

MARK	SERIAL NUMBER	STATUS	REGIS. NO.	REGIS. DATE	FIRST USE DATE	OWNER INFORMATION
None (Design only)	76159829	Registered	2614263	09/03/02	05/18/96	Digital Domain Productions, Inc.
DIGITAL DOMAIN	74366293	Registered	2015945	11/12/96	09/23/93	Digital Domain Productions, Inc.
DIGITAL DOMAIN	74365845	Registered	2018031	11/19/96	09/23/93	Digital Domain Productions, Inc.
DREAM WITH YOUR EYES WIDE OPEN	76198203	Cancelled as of 11/11/11	2938468	04/05/05	12/20/02	Digital Domain Productions, Inc.
DIGITAL DOMAIN	76202545	Cancelled as of 12/16/11	2948483	05/10/05	01/27/05	Digital Domain Productions, Inc.
TED SHRED	75108848	Cancelled as of 10/14/11	2435458	03/13/01	05/18/96	Digital Domain Productions, Inc.