

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.		05/07/2012	CORPORATION: FLORIDA
D2 SOFTWARE, INC.		05/07/2012	CORPORATION: DELAWARE
DDH LAND HOLDINGS, LLC		05/07/2012	LIMITED LIABILITY COMPANY: FLORIDA
DDH LAND HOLDINGS II, LLC		05/07/2012	LIMITED LIABILITY COMPANY: FLORIDA
DIGITAL DOMAIN		05/07/2012	CORPORATION: DELAWARE
DIGITAL DOMAIN INSTITUTE, INC.		05/07/2012	CORPORATION: FLORIDA
DIGITAL DOMAIN INTERNATIONAL, INC.		05/07/2012	CORPORATION: FLORIDA
DIGITAL DOMAIN PRODUCTIONS, INC.		05/07/2012	CORPORATION: DELAWARE
DIGITAL DOMAIN STEREO GROUP, INC.		05/07/2012	CORPORATION: FLORIDA
DIGITAL DOMAIN TACTICAL, INC.		05/07/2012	CORPORATION: FLORIDA
MOTHERSHIP MEDIA, INC.		05/07/2012	CORPORATION: CALIFORNIA
TRADITION STUDIOS, INC.		05/07/2012	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	COMVEST CAPITAL II, L.P.
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: 21

Property Type	Number	Word Mark

OP \$540.00 2018031

Registration Number:	2018031	DIGITAL DOMAIN
Registration Number:	2015945	DIGITAL DOMAIN
Registration Number:	2614263	
Registration Number:	3004651	DREAM WITH YOUR EYES WIDE OPEN
Registration Number:	3247871	DREAM WITH YOUR EYES WIDE OPEN
Registration Number:	2607019	DREAM WITH YOUR EYES WIDE OPEN
Registration Number:	2539977	DREAM WITH YOUR EYES WIDE OPEN
Registration Number:	2549683	DREAM WITH YOUR EYES WIDE OPEN
Registration Number:	2552314	DREAM WITH YOUR EYES WIDE OPEN
Registration Number:	2536263	DIGITAL DOMAIN
Registration Number:	2534088	DIGITAL DOMAIN
Registration Number:	2651292	DIGITAL DOMAIN
Registration Number:	2536273	DIGITAL DOMAIN
Registration Number:	2534100	DIGITAL DOMAIN
Registration Number:	2658134	DIGITAL DOMAIN
Registration Number:	2617189	DIGITAL DOMAIN
Registration Number:	3751612	THE DIMENSIONALISTS
Registration Number:	3755067	IN-THREE
Registration Number:	3072431	DIMENSIONALIZED
Registration Number:	2644205	DIMENSIONALIZATION
Serial Number:	85254624	DIGITAL DOMAIN INSTITUTE

CORRESPONDENCE DATA

Fax Number: 3128637806
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-863-7198
Email: nancy.brougher@goldbergekohn.com
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
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	05/15/2012

TRADEMARK

REEL: 004780 FRAME: 0081

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This instrument and the rights and obligations evidenced hereby and any security interests or other liens securing such obligations are subordinate in the manner and to the extent set forth in that certain Subordination And Intercreditor Agreement dated as of May 7, 2012 (as amended, restated or otherwise modified from time to time, the "Subordination Agreement") among HUDSON BAY MASTER FUND LTD., as collateral agent (the "Agent"), COMVEST CAPITAL II, L.P. (the "Subordinated Creditor"), and DIGITAL DOMAIN MEDIA GROUP, INC. (the "Company") to the indebtedness (including interest) owed by the Company, and the security interests and liens securing such indebtedness, pursuant to that certain Securities Purchase Agreement dated as of May 6, 2012 among the Company, Agent and the buyers from time to time party thereto, that certain Security And Pledge Agreement dated as of May 7, 2012 by and among the Company, Agent, and the grantors party thereto, and various related documents, and to indebtedness refinancing the indebtedness under such documents as contemplated by the Subordination Agreement. Each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**"), dated May 7, 2012, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Comvest Capital II, L.P., a Delaware limited partnership, as Lender (the "**Lender**") (as defined in the Debt Exchange Agreement referred to below). All capitalized terms not otherwise defined herein shall have the meanings respectively ascribed thereto in the Security Agreement (as defined below).

WHEREAS, Digital Domain Media Group, Inc., a Florida corporation (the "**Company**") and the Lender are parties to the Debt Exchange Agreement dated as of May 6, 2012 (as amended, restated, replaced or otherwise modified from time to time, the "**Debt Exchange Agreement**"), pursuant to which the Company and the Lender have agreed, among other things, that the Remaining Outstanding Principal Balance (as defined in the Debt Exchange Agreement) will be exchanged into a new secured convertible note of the Company (as amended, restated, replaced or otherwise modified from time to time, the "**Note**");

WHEREAS, the Debt Exchange Agreement requires that the Grantors execute and deliver to the Lender that certain Security and Pledge Agreement dated May 7, 2012 made by the Grantors to the Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**");

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Lender a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for

recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

WHEREAS, the Grantors have determined that the execution, delivery and performance of this IP Security Agreement directly benefits, and is in the best interest of, the Grantors.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Lender to perform under the Debt Exchange Agreement, each Grantor agrees with the Lender as follows

SECTION 1. Grant of Security. Each Grantor hereby grants to the Lender security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(i) the Patents and Patent applications set forth in Schedule A hereto;

(ii) the Trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;

(iii) all Copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of and as applicable to any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and


(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all


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

GRANTORS:

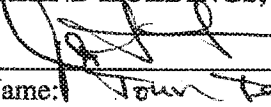
DIGITAL DOMAIN MEDIA GROUP, INC.

By: 
Name: John Taylor
Title: ~~CEO~~ CEO
Address: c/o Digital Domain Media Group, Inc.
10250 SW Village Parkway
Port St. Lucie, FL 34987
Facsimile: (772) 345-8114


D2 SOFTWARE, INC.

By: 
Name: John Taylor
Title: CEO
Address: c/o Digital Domain Media Group, Inc.
10250 SW Village Parkway
Port St. Lucie, FL 34987
Facsimile: (772) 345-8114

DDE(LAND) HOLDINGS, LLC

By: 
Name: John Taylor
Title: CEO
Address: c/o Digital Domain Media Group, Inc.
10250 SW Village Parkway
Port St. Lucie, FL 34987
Facsimile: (772) 345-8114

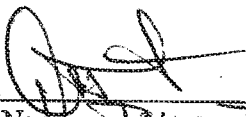
DDH LAND HOLDINGS II, LLC

By: 
Name: John Rosta
Title: CEO

Address: c/o Digital Domain Media Group,
Inc.
10250 SW Village Parkway
Port St. Lucie, FL 34987

Facsimile: (772) 345-8114


DIGITAL DOMAIN

By: 
Name: John Rosta
Title: (772) 345-8114

Address: c/o Digital Domain Media Group,
Inc.
10250 SW Village Parkway
Port St. Lucie, FL 34987

Facsimile: (772) 345-8114


DIGITAL DOMAIN INSTITUTE, INC.

By: 
Name: John Rosta
Title: (772) 345-8114

Address: c/o Digital Domain Media Group,
Inc.
10250 SW Village Parkway
Port St. Lucie, FL 34987

Facsimile: (772) 345-8114

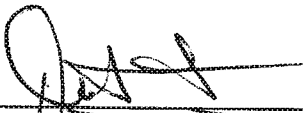
DIGITAL DOMAIN INTERNATIONAL, INC.

By: 
Name: John Tanta
Title: CEO

Address: c/o Digital Domain Media Group,
Inc.
10250 SW Village Parkway
Port St. Lucie, FL 34987

Facsimile: (772) 345-8114

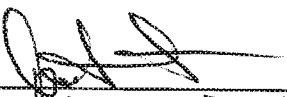
DIGITAL DOMAIN PRODUCTIONS, INC.

By: 
Name: John Tanta
Title: CEO

Address: c/o Digital Domain Media Group,
Inc.
10250 SW Village Parkway
Port St. Lucie, FL 34987

Facsimile: (772) 345-8114


DIGITAL DOMAIN STEREO GROUP, INC.

By: 
Name: John Tanta
Title: ~~President~~ CEO

Address: c/o Digital Domain Media Group,
Inc.
10250 SW Village Parkway
Port St. Lucie, FL 34987

Facsimile: (772) 345-8114

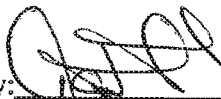
DIGITAL DOMAIN TACTICAL, INC.

By: 
Name: Mark Gray
Title: President

Address: c/o Digital Domain Media Group,
Inc.
10250 SW Village Parkway
Port St. Lucie, FL 34987

Facsimile: (772) 345-8114

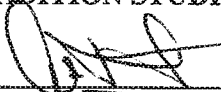
MOTHERSHIP MEDIA, INC.

By: 
Name: John Tester
Title: CEO

Address: c/o Digital Domain Media Group,
Inc.
10250 SW Village Parkway
Port St. Lucie, FL 34987

Facsimile: (772) 345-8114

TRADITION STUDIOS, INC.

By: 
Name: John Tester
Title: CEO

Address: c/o Digital Domain Media Group,
Inc.
10250 SW Village Parkway
Port St. Lucie, FL 34987

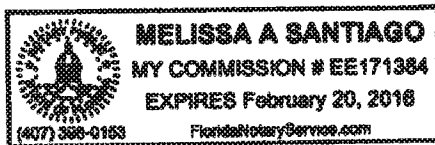
Facsimile: (772) 345-8114

STATE/PROVINCE OF Florida

COUNTY OF St. Lucie

On this 5th day of MAY, 2012, before me personally came JOHNC. TEXTOR who me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CEO of Digital Domain Media Group, a _____, and that s/he executed the foregoing instrument in the firm name of Digital Domain Media Group, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Melissa Santiago



**Schedule A
Patents**

Ser. No.	Pat. No.	Title	Owner Of Record
12009377	8031975	System And Method Of Image Zooming With Intensity Preservation	Digital Domain Productions, Inc.
10674688	7116324	Method For Minimizing Visual Artifacts Converting Two-Dimensional Motion Pictures Into Three-Dimensional Motion Pictures	Digital Domain Stereo Group, Inc.
10316672	7116323	Method Of Hidden Surface Reconstruction For Creating Accurate Three-Dimensional Images Converted From Two-Dimensional Images	Digital Domain Stereo Group, Inc.
10147380	7102633	Method For Conforming Objects To A Common Depth Perspective For Converting Two-Dimensional Images Into Three-Dimensional Images	Digital Domain Stereo Group, Inc.
10029625	6515659	Method And System For Creating Realistic Smooth Three-Dimensional Depth Contours From Two-Dimensional Images	Digital Domain Stereo Group, Inc.
09819420	6686926	Image Processing System And Method For Converting Two-Dimensional Images Into Three-Dimensional Images	Digital Domain Stereo Group, Inc.
09085746	6208348	System And Method For Converting Two-Dimensional Images Into Three-Dimensional Images	Digital Domain Stereo Group, Inc.
12265683	20100114909	System And Method For Improved Grid Processing	Digital Domain Productions, Inc.
12177098	20090027390	Method And System For Scattered Spherical Harmonic Approximation	Digital Domain Productions, Inc.
12179507	20090040218	Fitting Curves From One Model To Another	Digital Domain Productions, Inc.
12185043	20090040219	System And Method For Surfacing Of Particle Systems	Digital Domain Productions, Inc.
12635929	20100156910	System And Method For Mesh Stabilization Of Facial Motion Capture Data	Digital Domain Productions, Inc.
61381908		User Guided Image Processing System and Method for Pending Converting Two-Dimensional Images into Three-Dimensional Images	Digital Domain Media Group
61381894		Distributed Control of AIN and Non-AIN Switches and Pending Resources in an Advanced Intelligent Network	Digital Domain Media Group
	Australia No. 2005260637	Method for Creating Artifact Free Three-Dimensional Images Converted from Two-Dimensional Images	Digital Domain Media Group
	India No. 8011/DELNP/2006	Method for Creating Artifact Free Three-Dimensional Images Converted from Two-Dimensional Images	Digital Domain Media Group
	Japan No. P2007-519434	Method for Creating Artifact Free Three-Dimensional Images Converted from Two-Dimensional Images	Digital Domain Media Group

**Schedule B
Trademark**

Ser. No.	Reg. No.	Mark	Owner of Record
74365845	2018031	DIGITAL DOMAIN	Digital Domain Productions, Inc.
74366293	2015945	DIGITAL DOMAIN	Digital Domain Productions, Inc.
76159829	2614263		Digital Domain Productions, Inc.
76198200	3004651	DREAM WITH YOUR EYES WIDE OPEN	
76198201	3247871	DREAM WITH YOUR EYES WIDE OPEN	Digital Domain Productions, Inc.
76198202	2607019	DREAM WITH YOUR EYES WIDE OPEN	Digital Domain Productions, Inc.
76198204	2539977	DREAM WITH YOUR EYES WIDE OPEN	Digital Domain Productions, Inc.
76198205	2549683	DREAM WITH YOUR EYES WIDE OPEN	Digital Domain Productions, Inc.
76198206	2552314	DREAM WITH YOUR EYES WIDE OPEN	Digital Domain Productions, Inc.
76202546	2536263	DIGITAL DOMAIN	Digital Domain Productions, Inc.
76202547	2534088	DIGITAL DOMAIN	Digital Domain Productions, Inc.
76202548	2651292	DIGITAL DOMAIN	Digital Domain Productions, Inc.
76204881	2536273	DIGITAL DOMAIN	Digital Domain Productions, Inc.
76204882	2534100	DIGITAL DOMAIN	Digital Domain Productions, Inc.
76206509	2658134	DIGITAL DOMAIN	Digital Domain Productions, Inc.
76206510	2617189	DIGITAL DOMAIN	Digital Domain Productions, Inc.

Ser. No.	Reg. No.	Mark	Owner of Record
85207130		IN3GUE	Digital Domain Media Group, Inc.
85207126		QUICK3	Digital Domain Media Group, Inc.
85207121		QUICK THREE	Digital Domain Media Group, Inc.
85207108		DECOMPOSITE	Digital Domain Media Group, Inc.
85207101		DECOMP	Digital Domain Media Group, Inc.
85207088		INTRIGUE	Digital Domain Media Group, Inc.
85254624		DIGITAL DOMAIN INSTITUTE	Digital Domain Productions, Inc.
85254637		DIGITAL DOMAIN MEDIA GROUP	Digital Domain Productions, Inc.
77754784	3751612	THE DIMENSIONALISTS	Digital Domain Stereo Group, Inc.
77138308	3755067	IN-THREE	Digital Domain Stereo Group, Inc.
76536352	3072431	DIMENSIONALIZED	Digital Domain Stereo Group, Inc.
76238556	2644205	DIMENSIONALIZATION	Digital Domain Stereo Group, Inc.

**Schedule C
Copyrights**

Reg. No.	Title	Owner Of Record	Date
TX 7-187-226.	Software version 4291.	Digital Domain Productions	2010
TX 7-187-244	Software version 4317.	Digital Domain Productions	2010
TX 7-187-256	Software version 4437.	Digital Domain Productions	2010
TXu 1-708-249	In three training guide.	Digital Domain Productions	2011
TXu 1-708-247	Intrigue user manual.	Digital Domain Productions	2011
SRu 373-975	Digital domain productions image music demo.	Digital Domain Productions	1997
SRu 387-196	Image music demo.	Digital Domain Productions	1997
PAu 3-404-996	Futuropolis.	Digital Domain Productions	2009
TX 2-529-458	MacSpin statistical and decision support software release notes for version 2.0	D2 Software	1998