

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:	Hudson Bay Master Fund Ltd., as Collateral Agent
Street Address:	777 Third Avenue, 30th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	COMPANY: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2018031	DIGITAL DOMAIN
Registration Number:	2015945	DIGITAL DOMAIN
Registration Number:	2614263	
Registration Number:	3247871	DREAM WITH YOUR EYES WIDE OPEN

TRADEMARK

OP \$740.00 2018031

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:	85207130	IN3GUE
Serial Number:	85207126	QUICK3
Serial Number:	85207121	QUICK THREE
Serial Number:	85207108	DECOMPOSITE
Serial Number:	85207101	DECOMP
Serial Number:	85207088	INTRIGUE
Serial Number:	85254624	DIGITAL DOMAIN INSTITUTE
Serial Number:	85254637	DIGITAL DOMAIN MEDIA GROUP
Serial Number:	85654771	TRADITION STUDIOS
Registration Number:	3004651	DREAM WITH YOUR EYES WIDE OPEN

CORRESPONDENCE DATA

Fax Number: 6175265000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 617 526 6641

Email: whipnytrademarkdocketstaff@wilmerhale.com

Correspondent Name: Benjamen Loveland, Esq.

Address Line 1: Wilmer Cutler Pickering Hale and Dorr LL

Address Line 2: 60 State Street

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:

2205302-00121

TRADEMARK

REEL: 004848 FRAME: 0162

	Benjamin Loveland
Signature:	/benjamin loveland/
Date:	08/23/2012
Total Attachments: 20 source=DigitalDomainSecurityAgreement#page1.tif source=DigitalDomainSecurityAgreement#page2.tif source=DigitalDomainSecurityAgreement#page3.tif source=DigitalDomainSecurityAgreement#page4.tif source=DigitalDomainSecurityAgreement#page5.tif source=DigitalDomainSecurityAgreement#page6.tif source=DigitalDomainSecurityAgreement#page7.tif source=DigitalDomainSecurityAgreement#page8.tif source=DigitalDomainSecurityAgreement#page9.tif source=DigitalDomainSecurityAgreement#page10.tif source=DigitalDomainSecurityAgreement#page11.tif source=DigitalDomainSecurityAgreement#page12.tif source=DigitalDomainSecurityAgreement#page13.tif source=DigitalDomainSecurityAgreement#page14.tif source=DigitalDomainSecurityAgreement#page15.tif source=DigitalDomainSecurityAgreement#page16.tif source=DigitalDomainSecurityAgreement#page17.tif source=DigitalDomainSecurityAgreement#page18.tif source=DigitalDomainSecurityAgreement#page19.tif source=DigitalDomainSecurityAgreement#page20.tif	

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 Hudson Bay Master Fund Ltd., a company organized under the laws of the Cayman Islands, as collateral agent (the “**Collateral Agent**”) for the Buyers (as defined in the Notes 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 company (the “**Company**”) and each party listed as a “**Buyer**” therein (collectively, the “**Buyers**”) are parties to that certain Securities Purchase Agreement, dated May 6, 2012, pursuant to which the Company shall be required to sell, and the Buyers shall purchase or have the right to purchase, the “**Notes**” (as defined therein) issued pursuant thereto (as such Notes may be amended, restated, replaced or otherwise modified from time to time in accordance with the terms thereof, collectively, the “**Notes**”);

WHEREAS, as a condition precedent to the making of the loans under the Notes that each Grantor has executed and delivered that certain Security and Pledge Agreement dated May 7, 2012 made by the Grantors to the Collateral Agent (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 Collateral Agent, for the ratable benefit of the Buyers, 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 Buyers to perform under the Securities Purchase Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Buyers, as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Buyers a 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 Obligations of such Grantor now or hereafter existing under or in respect of the Notes and the Transaction Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer (and any state, foreign or other authority to which this IP Security Agreement is submitted) record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Collateral Agent and the Buyer in the Collateral.

SECTION 4. Newly Registered Patents, Trademarks and Copyrights. Each Grantor hereby agrees to provide the Collateral Agent, for the ratable benefit of the Buyers, every quarter, a schedule of newly registered Patents, Trademarks and Copyrights (if any).

SECTION 5. Power of Attorney. Each Grantor hereby irrevocably grants to the Collateral Agent, for the ratable benefit of the Buyers, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Collateral Agent's discretion, to take any action and to execute any instrument that the Collateral Agent may reasonably deem necessary or advisable to accomplish the

purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(i) To modify or amend (in the sole discretion of the Collateral Agent and the Buyers and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any Collateral in which such Grantor no longer has or claims any right, title or interest;

(ii) To execute, file and pursue (in the sole discretion of the Collateral Agent and the Buyers and without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Collateral Agent's interest or such Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(iii) To execute any document required to acknowledge, register or perfect the interest of the Collateral Agent and the Buyers in any part of the Collateral without the signature of such Grantor unless prohibited by applicable law.

SECTION 6. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Collateral Agent, for the ratable benefit of the Buyers, under the Security Agreement. The rights and remedies of the Grantor and the Collateral Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the other Notes or Transaction Documents, the provisions of the Security Agreement or the other Notes or Transaction Documents shall govern.

SECTION 7. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 8. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the

rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

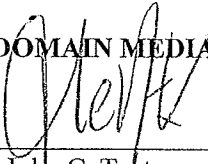
SECTION 9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be 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 C. Textor

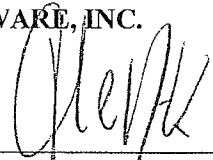
Title: Chief Executive Officer

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 C. Textor

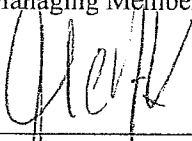
Title: Chief Executive Officer

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

Facsimile: (772) 345-8114

DDH LAND HOLDINGS, LLC

By: Digital Domain Media Group, Inc.,
its Managing Member

By:  _____

Name: John C. Textor

Title: Chief Executive Officer

Address: c/o Digital Domain Media Group,
Inc.

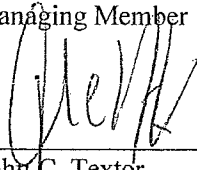
10250 SW Village Parkway

Port St. Lucie, FL 34987

Facsimile: (772) 345-8114

DDH LAND HOLDINGS II, LLC

By: Digital Domain Media Group, Inc.,
its Managing Member

By:  _____

Name: John C. Textor

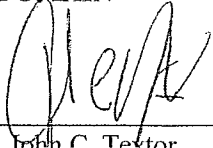
Title: Chief Executive Officer

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 C. Textor
Title: Chief Executive Officer

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: _____



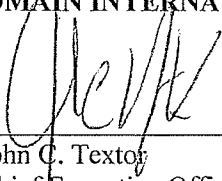
Name: Jonathan F. Teaford

Title: Chief Executive Officer and President

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 C. Textor
Title: Chief Executive Officer

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 C. Textor

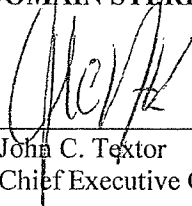
Title: Chief Executive Officer

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: _____

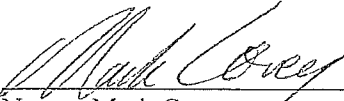

Name: John C. Textor

Title: Chief Executive Officer

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.

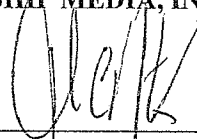
By: 
Name: Mark Covey
Title: President

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 C. Textor

Title: Chief Executive Officer

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 C. Textor

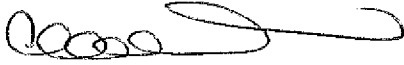
Title: Chief Executive Officer

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

Facsimile: (772) 345-8114

ACCEPTED BY:

HUDSON BAY MASTER FUND LTD.,
as Collateral Agent

By: 
Name: CHARLES WINKLER
Title: AUTHORIZED SIGNATORY

Address: 777 Third Avenue, 30th Floor
New York, NY 10017
Attention: Yoav Roth

Facsimile: (212) 571-4279 P3 25

**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