

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           |
|-----------------|----------|----------------|-----------------------|
| iMemories, Inc. |          | 08/28/2012     | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

|                   |                               |
|-------------------|-------------------------------|
| Name:             | Capital Southwest Corporation |
| Street Address:   | 12900 Preston Road, Suite 700 |
| Internal Address: | Attn: William Ashbaugh        |
| City:             | Dallas                        |
| State/Country:    | TEXAS                         |
| Postal Code:      | 75230                         |
| Entity Type:      | CORPORATION: TEXAS            |

|                   |                              |
|-------------------|------------------------------|
| Name:             | ORIX Funds Corp.             |
| Street Address:   | 1717 Main Street, Suite 1100 |
| Internal Address: | Attn: David Orlandella       |
| City:             | Dallas                       |
| State/Country:    | TEXAS                        |
| Postal Code:      | 75201                        |
| Entity Type:      | CORPORATION: TEXAS           |

|                   |   |
|-------------------|---|
| Name:             | Kaleo Partners, LLC                     |
| Street Address:   | 16211 N. Scottsdale Road, Suite A6A-628 |
| Internal Address: | Attn: Carr Bettis                       |
| City:             | Scottsdale                              |
| State/Country:    | ARIZONA                                 |
| Postal Code:      | 85254                                   |
| Entity Type:      | LIMITED LIABILITY COMPANY: ARIZONA      |

|                 |   |
|-----------------|---|
| Name:           | Douglas A. Ducey and Angela Ducey Revocable Trust |
| Street Address: | 6512 N. Desert Fairways Drive                     |

CH \$65.00 3452187

|                   |   |
|-------------------|---|
| Internal Address: | c/o Doug Ducey, Trustee   |
| City:             | Paradise Valley   |
| State/Country:    | ARIZONA   |
| Postal Code:      | 85253   |
| Entity Type:      | TRUST: ARIZONA  |
| Composed Of:      | <ul style="list-style-type: none"> <li>• Douglas A. Ducey, UNITED STATES, INDIVIDUAL</li> <li>• Mrs. Angela Ducey, UNITED STATES, INDIVIDUAL</li> </ul> |

|                 |                           |
|-----------------|---------------------------|
| Name:           | Mr. Sandy Rothman         |
| Street Address: | 8525 E. San Bruno Drive   |
| City:           | Scottsdale                |
| State/Country:  | ARIZONA                   |
| Postal Code:    | 85258                     |
| Entity Type:    | INDIVIDUAL: UNITED STATES |

**PROPERTY NUMBERS Total: 2**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 3452187 | IMEMORIES |
| Registration Number: | 3555877 | I         |

**CORRESPONDENCE DATA**

Fax Number: 6026409050  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 602-640-9232  
 Email: rcourtney@omlaw.com  
 Correspondent Name: Jonathan F. Ariano  
 Address Line 1: 2929 N. Central Avenue #2100  
 Address Line 2: Osborn Maledon, P.A.  
 Address Line 4: Phoenix, ARIZONA 85012

|                         |                      |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 13559.1              |
| NAME OF SUBMITTER:      | Jonathan F. Ariano   |
| Signature:              | /Jonathan F. Ariano/ |
| Date:                   | 09/24/2012           |

**Total Attachments: 6**

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**TRADEMARK**  
**REEL: 004866 FRAME: 0557**

## GRANT OF SECURITY INTEREST

### TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of August 28, 2012, is executed by iMemories, Inc., a Delaware corporation ("Debtor"), in favor of the Collateral Agent (as defined in the Security Agreement (as defined below)). The parties listed on Annex A hereto are sometime reference to herein as "Secured Parties."

A. Pursuant to a Secured Note and Warrant Purchase Agreement, dated as of August 28, 2012 (the "Purchase Agreement"), among Debtor and certain Secured Parties, certain Secured Parties have agreed to extend certain secured loans to Debtor upon the terms and subject to the conditions set forth therein (each a "New Note" and collectively, the "New Notes").

B. Debtor and Sandy Rothman have entered into a secured convertible promissory note dated as of the date hereof to replace (i) that certain Secured Convertible Promissory Note, dated February 14, 2011, in the aggregate principal amount of \$300,000 and (ii) that certain Secured Convertible Promissory Note, dated May 10, 2011, in the aggregate principal amount of \$200,000 (as amended, modified or otherwise supplemented from time to time (the "Rothman Note" and collectively with the New Notes, the "Notes")).

C. Pursuant to a Security Agreement, dated as of August 28, 2012 (the "Security Agreement"), executed by Debtor in favor of the Collateral Agent on behalf of the Secured Parties, Debtor has secured its Obligations (as defined in the Security Agreement) under the Notes.

D. Debtor owns the registered trademarks, and/or applications for registered trademarks (including intent-to-use trademarks) more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Trademarks");

E. Schedules 1-A and 1-B hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to the Collateral Agent, in accordance with the provisions of Section 6(c) of the Security Agreement, of any addition or change which is necessary to be made to Schedules 1-A and 1-B in order to maintain such schedules' completeness or accuracy, and, further, Debtor shall provide such notice to the Collateral Agent within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than thirty (30) days following the date of such event.

D. Debtor hereby grants, to the Collateral Agent, for itself and on behalf of and for the ratable benefit of each of the Secured Parties, a security interest in all right, title and interest of Debtor in and to the Trademarks, together with any renewals thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the

full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to the Collateral Agent, for itself and on behalf of and for the ratable benefit of each of the Secured Parties, a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Upon termination of the security interest granted pursuant to the Security Agreement, the security interest granted herein shall terminate and all rights to the Trademarks and the Collateral shall revert to Debtor.

Secured Parties' addresses are set forth on Annex A hereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Debtor has caused this Grant of Security Interest in Trademarks to be executed as of the day and year first above written.

**COMPANY:**

**iMemories, Inc.**, a Delaware corporation

By: *Mark A. Rukavina*  
Mark A. Rukavina, CEO

Address: 9181 East Bell Road, Scottsdale, AZ 85260  
Facsimile: (480) 767-2511

[Signature Page to Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 004866 FRAME: 0560**

ANNEX A

Secured Party Name and Notice Address:

Capital Southwest Corporation

Address: 2900 Preston Road, Suite 700  
Dallas, Texas 75230

Attention: William M. Ashbaugh, Senior Vice President

ORIX Funds Corp.

Address: 1717 Main Street, Suite 1100  
Dallas, TX 75201

Attn: David Orlandella

Kaleo Partners, LLC

Address: 16211 N. Scottsdale Rd.  
Ste A6A-628  
Scottsdale, AZ 85254

Attn: Carr Bettis

Douglas A. Ducey And Angela Ducey Revocable Trust

Address: 6512 N. Desert Fairways Dr.  
Paradise Valley, AZ 85253


Attention: Doug Ducey

Sandy Rothman

Address: 8525 E. San Bruno Dr.  
Scottsdale, AZ 85258

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

REGISTERED TRADEMARKS

| Country        | Mark  | Reg./Serial No. | Status  |
|----------------|---|-----------------|---|
| United States  | IMEMORIES (word)<br>Classes 40, 41, 42  | 3452187         | 04/19/2007 - Application filed.<br>06/24/2008 - Registered.<br>06/24/2014 - Section 8 & 15 Due. |
| United States  | IMEMORIES (design)<br>Classes 40, 41, 42<br> | 3555877         | 04/19/2007 - Application filed.<br>01/06/2009 - Registered.<br>01/06/2015 - Section 8 & 15 Due. |
| European Union | IMEMORIES (word)<br>Classes 40, 41, 42  | 009108374       | 5/17/2010 - Application filed.<br>11/2/2010 - Registered.<br>5/17/2010 - Renewal due.           |



SCHEDULE I-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

None.

UNREGISTERED TRADEMARKS

“Now on DVD – You.”

“Where moments live on.”

“Your home movies. Now on DVD.”