

## 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
Luxology LLC		09/17/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FMP Agency Services, LLC		
Street Address:	21 Customs House Street		
Internal Address:	10th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85169625	DEEP IMAGE	
Registration Number:	3088625	LUXOLOGY	
Registration Number:	3036825	MODO	
Registration Number:	3335973	NEXUS	
Registration Number:	4050241	RAYGL	
CORRESPONDENCE DATA			
Fax Number:	2125215450		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-521-5400		
Email:	mpikser@reedsmith.com		
Correspondent Name:	Meredith D. Pikser		
Address Line 1:	599 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		

OP \$140.00 85169625

ATTORNEY DOCKET NUMBER:	766272.00002
NAME OF SUBMITTER:	Meredith D. Pikser
Signature:	/Meredith D. Pikser/
Date:	10/03/2012
<p>Total Attachments: 7 source=Luxology intellectual property security agreement#page1.tif source=Luxology intellectual property security agreement#page2.tif source=Luxology intellectual property security agreement#page3.tif source=Luxology intellectual property security agreement#page4.tif source=Luxology intellectual property security agreement#page5.tif source=Luxology intellectual property security agreement#page6.tif source=Luxology intellectual property security agreement#page7.tif</p>	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 14, 2012 by and between the Grantors listed on the signature page hereto (collectively, the "**Grantor**") and **FMP AGENCY SERVICES, LLC**, as security agent on behalf of the Noteholders under the terms of the Mezzanine Loan Note Instrument and the Intercreditor Agreement (each as defined below) (in such capacity, the "**Secured Party**").

### RECITALS

A. Pursuant to the terms of the Original Mezzanine Loan Note Instrument (as defined in the Collateral Agreement defined below), The Foundry Midco No 2 Limited (formerly Flintstone Midco No 2 Limited) (the "**Company**") constituted and issued to the Noteholders (as defined in the Mezzanine Loan Note Instrument (as defined in the Collateral Agreement)) US\$19,956,809 of secured loan notes due 2016 and constituted and agreed to issue to the Noteholders an unlimited number of 16.5% secured payment in kind notes due 2016.

B. The Company wishes to amend the terms of the Original Mezzanine Loan Note Instrument and the Noteholders have consented to such amendment conditional, among other things, on receiving the Collateral Agreement and this Agreement duly executed by the Grantor. Unless otherwise defined herein, capitalized terms shall have the respective meanings given to such terms in the Collateral Agreement.

C. In consideration of the agreement by the Secured Party and the Noteholders to make the required amendments to the Original Mezzanine Loan Note Instrument, the Grantors have entered into that certain Collateral Agreement in favor of the Secured Party, dated as of September \_\_, 2012 (as the same may be amended, modified or supplemented from time to time, the "**Collateral Agreement**").

D. Pursuant to the terms of the Collateral Agreement, Grantor has granted to the Secured Party (as agent for the Noteholders) a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Secured Obligations under the Mezzanine Loan Note Instrument, the Notes and Finance Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its Secured Obligations under the Mezzanine Loan Note Instrument, the Notes, the Finance Documents and the Collateral Agreement, Grantor grants and pledges to Secured Party a security interest in all of such Grantor's right, title and interest in, to and under its Collateral constituting Intellectual Property (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Secured Party under the Collateral Agreement. The rights and remedies of the Secured Party with respect to the security interest granted hereby are not intended to be greater than those set forth in the Collateral Agreement and shall not be deemed to modify or expand and right, title or interest of the Secured Party under the Collateral Agreement. Each right, power and remedy of the Secured Party provided for herein or in the Collateral Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement and the Collateral Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Party, of any or all other rights, powers or remedies. In the event of any conflict between the terms of this Intellectual Property Security Interest and those of the Collateral Agreement, the terms of the Collateral Agreement shall control.

The lien and security interest granted to the Secured Party as security agent on behalf of the Noteholders pursuant to this Intellectual Property Security Agreement and the exercise of any right or remedy by the Secured Party hereunder are subject to the provisions of the Intercreditor Agreement (as defined in the Collateral Agreement). Anything herein to the contrary notwithstanding, if Grantor is required to deliver possession of Collateral to the Secured Party prior to the Senior Discharge Date (as defined in the Intercreditor Agreement), the Grantor will be deemed to have satisfied such obligation if Grantor has delivered such Collateral to the Senior Lender pursuant to the Senior Finance Documents (each as defined in the Collateral Agreement).

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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Execution Version

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

**LUXOLOGY LLC**

c/o The Foundry  
6th Floor, Communication Building  
48 Leicester Square  
London, WC2H 7LT, England

By: W B COLLIS

Name: Bill Collis

Title: manager

SECURED PARTY:

Address of Secured Party:

**FMP AGENCY SERVICES, LLC**

21 Custom House Street  
10<sup>th</sup> Floor  
Boston  
Massachusetts 02110  
USA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature page to FMP Intellectual Property Security Agreement]

Execution Version

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

LUXOLOGY LLC

c/o The Foundry  
6th Floor, Communication Building  
48 Leicester Square  
London, WC2H 7LT, England

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SECURED PARTY:

Address of Secured Party:

FMP AGENCY SERVICES, LLC

21 Custom House Street  
10<sup>th</sup> Floor  
Boston  
Massachusetts 02110  
USA

By:  \_\_\_\_\_

Name: RAFAEL FOGEL

Title: VICE PRESIDENT

[Signature page to FMP Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<b>Title of Work</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
MODO	TX 6-227-601	03/07/2005	Luxology LLC

**EXHIBIT B**

**Patents**

<b>Country</b>	<b>Appln. No. / Filing Date</b>	<b>Patent No. / Issued Date / Publication No.</b>	<b>Title</b>	<b>Applicant</b>
US	11/186,462 07/20/2005	US2006-0158459	Systems and Methods For Creating User Interfaces	Luxology LLC
US	11/186,200 07/20/2005	7,688,323 03/30/2010	Function Portions of Animation Program	Luxology LLC
US	11/484,064 07/11/2006	7,496,416 02/24/2009	Input/Output Curve Editor	Luxology LLC
US	11/485,866 07/13/2006	7,808,501 10/05/2010	Method Of Shading Using Sample Vectors	Luxology LLC
US	11/486,339 07/13/2006	7,538,779 05/26/2009	Method of Rendering Pixel Images From Abstract Datasets	Luxology LLC
US	11/999,148 12/03/2007	US2008-0129729	Systems For Advanced Editing And Rendering of Images	Luxology LLC
US	LUXO-1076898		Particle Cash Editing	Luxology LLC



EXHIBIT C

Trademarks

Country	Mark	Appl. No./ Filing Date	Reg. No./ Reg. Date	Owner
United States	DEEP IMAGE	85/169,625 11/04/2010	- -	Luxology LLC
United States	LUXOLOGY	78/449,853 07/13/2004	3,088,625 05/02/2006	Luxology LLC
United States	MODO	78/449,869 07/13/2004	3,036,825 12/27/2005	Luxology LLC
United States	NEXUS	78/504,790 10/22/2004	3,335,973 11/13/2007	Luxology LLC
United States	RAYGL	85/062,924 06/15/10	4050241 11/01/2011	Luxology LLC