

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
GENARTS, INC.		10/20/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK		
Street Address:	1445 ROSS AVENUE		
Internal Address:	SUITE 4900		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	an Ohio banking corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85784084	VIVOOM	
CORRESPONDENCE DATA			
Fax Number:	2147581550		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-758-1500		
Email:	shernandez@pattonboggs.com		
Correspondent Name:	Nam H. Huynh		
Address Line 1:	2000 McKinney Avenue, Suite 1700		
Address Line 2:	Patton Boggs LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	029224.0106		
NAME OF SUBMITTER:	Nam H. Huynh		
Signature:	/Nam H. Huynh/		

OP \$40.00 85784084

Date:

12/20/2012

Total Attachments: 15

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A FIFTH THIRD BANCORP BANK

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, amended and restated, joined, extended, supplemented and/or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of October 20, 2011, by the Persons listed on the signature pages hereof (each a "Grantor" and collectively, the "Grantors"), in favor of FIFTH THIRD BANK, an Ohio banking corporation (together with its successors and assigns, "Secured Party"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and between GenArts, Inc., a Delaware corporation ("Borrower"), and Secured Party (as it may be amended, amended and restated, joined, extended, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), Secured Party has agreed, subject to the terms and conditions set forth therein, to make the Loans to Borrower;

WHEREAS, under the terms of the Credit Agreement and the other Loan Documents, the Grantors have granted to the Secured Party, a security interest in, among other property, the Intellectual Property Collateral, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities;

NOW, THEREFORE, in consideration of the willingness of Secured Party to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Borrower pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of the Grantors' Obligations under the Credit Agreement and the other Loan Documents, each Grantor hereby grants to Secured Party, a continuing security interest in, and Lien upon, all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired (the "Intellectual Property Collateral"):

(a) U.S and foreign copyrights, including, without limitation, the associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) U.S., state and foreign trademarks, service marks and trade names, including, without limitation, the trademark and service mark registrations and trademark and

service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the “Trademarks”); *provided, however*, 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;

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “Domain Names”);

(e) All confidential and proprietary information, trade secrets and know-how, including, without limitation, processes, schematics, databases, formulae, drawings, prototypes, models, designs and customer lists (collectively, “Trade Secrets”);

(f) All rights under or interest in any Patent, Trademark, Copyright, Trade Secret, technology or other intellectual property pursuant to a license, permit, franchise or agreement (whether written or oral), including, without limitation, software license agreements with any other party, whether such Grantor is a licensee or licensor under any such license agreement, including, without limitation, the license agreements listed on Schedule E attached hereto (which schedule excludes (i) generally available licenses for “off the shelf” commercial products such as computer software, (ii) customer contracts entered into in the ordinary course of business pursuant to which a Grantor has granted such customer non-exclusive license rights to use the products of such Grantor, and (iii) reseller or distribution agreements that do not constitute Material Agreements entered into in the ordinary course of business pursuant to which a Grantor has granted rights to any third party to resell or distribute the products of such Grantor, Patent licenses, Trademark licenses and Copyright licenses, in each case, to which any Grantor is a licensor (“Outbound Licenses”)) (collectively, the “Intellectual Property Licenses”);

(g) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(h) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(i) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the U.S. Register of Copyrights and the U.S. Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Secured Party in the Intellectual Property Collateral.

3. Representations and Warranties. To induce Secured Party to make Loans and other extensions of credit pursuant to the Loan Documents, Borrower represents to Secured Party that the following statements are and correct as of the date hereof, and each shall be reaffirmed as of the date of each Revolving Loan advance, each Term Loan and each Letter of Credit with

the same effect as though such representation and warranty had been made again, unless Borrower delivers written notice to the Secured Party to the contrary:

(a) No Grantor has any interest in, or title to, or right to use, any Copyrights, Patents, Trademarks or Domain Names or applications for any of the foregoing, or any other issued, registered, renewed or applied for any Intellectual Property Licenses (except for (i) Copyrights, Patents, Trademarks Domain Namees and Intellectual Property Licenses set forth on Schedules A, B, C, D and/or E attached hereto and (ii) software licenses for off-the-shelf mass licensed software products). This IP Security Agreement is effective to create a valid and continuing Lien on each Grantor's Patents, Trademarks, Copyrights, Domain Names and Intellectual Property Licenses and all other intellectual property.

(b) Each Grantor has delivered to Secured Party complete and correct copies of each Intellectual Property License, including all schedules and exhibits thereto. Each Intellectual Property License sets forth the entire agreement and understanding of the parties thereto relating to the subject matter thereof, and there are no other effective agreements, arrangements or understandings, written or oral, relating to the matters covered thereby or the rights of any Grantor or any of its Affiliates in respect thereof. Each Intellectual Property License now existing is, the legal, valid and binding obligation of the parties thereto, enforceable against such parties in accordance with its terms. No default under any Intellectual Property License by any such party has occurred, nor does any defense, offset, deduction or counterclaim exist thereunder in favor of any such party. No party to any material Intellectual Property License has given any Grantor notice of its intention to cancel, terminate or fail to renew such Intellectual Property License.

(c) Each Grantor owns and controls or licenses or otherwise possesses adequate rights to use all Intellectual Property Collateral, and all other intellectual property rights that are necessary for the operation of its business, in substantially the same manner as conducted as of the date hereof without infringing upon or conflicting with the rights of any other Person with respect thereto. Neither the use of any Intellectual Property Collateral by any Grantor, nor the conduct of any Grantor's business as now conducted and as now contemplated to be conducted, infringes upon, violates or conflicts with any rights owned by any other Person, and no claim or litigation (including proceedings under the Uniform Domain Name Dispute Resolution Policy) regarding any of the foregoing is pending or threatened, in each case which could reasonably be expected to have a Materially Adverse Effect.

(d) Except to the extent otherwise permitted under Section 4, all material Intellectual Property Collateral owned by each Grantor (including each registration or application therefor) is valid, subsisting and enforceable, no such material Intellectual Property Collateral has been abandoned, canceled or adjudicated invalid, or is subject to any outstanding order, judgment or decree restricting its use or adversely affecting or reflecting a Grantor's rights thereto, and all such material Intellectual Property Collateral has been used with all patent, trademark, copyright, confidential, proprietary, and other Intellectual Property notices and legends prescribed by law or otherwise permitted. Except as set forth in Schedule E and except for licenses and franchising agreements entered into in the ordinary course of Grantor's business that do not constitute Material Agreements, no such Intellectual Property Collateral is the subject of any licensing or franchising agreement.

4. Covenants. Each Grantor covenants and agrees with Secured Party that from and after the date of this IP Security Agreement and until the date of termination in accordance with Section 7 below:

(a) In the event that any Patent, Trademark or Copyright or other Intellectual Property Collateral material to the conduct of the Grantor's business is infringed upon, or misappropriated or diluted by a third party, such Grantor shall promptly notify the Secured Party thereof and take all actions reasonably requested by the Secured Party in connection therewith; provided, however, that such Grantor shall have the duty (1) to promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, (2) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this IP Security Agreement, (3) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this IP Security Agreement, and (4) to take all necessary or desirable action, and any action reasonably requested by the Secured Party to preserve and maintain all of such Grantor's Trademarks, Patents, Copyrights, Intellectual Property Licenses, and its rights therein, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability, the initiation of opposition and interference and cancellation proceedings and the payment of maintenance fees. Each Grantor further agrees not to abandon or permit to become invalid any Trademark, Patent, Copyright or Intellectual Property License material to the conduct of Grantor's business without the prior written consent of the Secured Party. Any expenses incurred in connection with the foregoing shall be borne by the Grantors.

(b) The Grantors acknowledge and agree that the Secured Party shall have no duties with respect to the Trademarks, Patents, Copyrights or Intellectual Property Licenses. Without limiting the generality of this Section 4(b), the Grantors acknowledge and agree that the Secured Party shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks, Patents, Copyrights or Intellectual Property Licenses against any other Person, but the Secured Party may do so at its option, and all reasonable, documented out-of-pocket expenses incurred in connection therewith (including, without limitation, reasonable fees and expenses of attorneys and other professionals for the Secured Party) shall be for the sole account of the Borrower and shall be added to the Obligations secured hereby.

(c) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving the Secured Party written notice before or promptly (and in any event within ten (10) days thereof) after such filing. Promptly after any such filing, each Grantor shall modify this IP Security Agreement by amending Schedules A, B, C, D or E hereto, as applicable.

(d) Each Grantor shall furnish to the Secured Party, from time to time upon the Secured Party's reasonable request, statements and schedules further identifying and describing the Intellectual Property Collateral and Intellectual Property Licenses, and such other reports in connection with the Intellectual Property and Intellectual Property Licenses as the Secured Party may reasonably request, all in reasonable detail and promptly upon request of the

Secured Party, following receipt by the Secured Party of any such statements, schedules or reports, the Grantors shall modify this IP Security Agreement by amending Schedules A, B, C, D or E hereto, as applicable, to include any Intellectual Property or Intellectual Property License, as the case may be, which becomes part of the Collateral under this IP Security Agreement, and the Grantors shall execute and authenticate such documents and do such acts as shall be reasonably necessary to subject such Intellectual Property and Intellectual Property Licenses to the Lien and security interest created by this IP Security Agreement.

(e) Upon the occurrence and during the continuance of any material default under any Intellectual Property License by any party thereto other than a Grantor, (1) the relevant Grantor will, promptly after obtaining knowledge thereof, give the Secured Party written notice of the nature and duration thereof, specifying what action, if any, it has taken and proposes to take with respect thereto, (2) no Grantor will, without the prior written consent of the Secured Party, which consent shall not be unreasonably withheld, declare or waive any such breach or default or affirmatively consent to the cure thereof or exercise any of its remedies in respect thereof, and (3) each Grantor will, upon written instructions from the Secured Party and at such Grantor's expense, take such reasonable action as the Secured Party may deem necessary or advisable in respect thereof.

(f) Each Grantor will perform and observe in all material respects all of its obligations under each Intellectual Property License and will take all action necessary to maintain such Intellectual Property Licenses in full force and effect. No Grantor will, without the prior written consent of the Secured Party, which consent shall not be unreasonably withheld, cancel, terminate, amend or otherwise modify in any respect, or waive any provision of, any Intellectual Property License in any manner that would be material and adverse to the Lender's interest.

(g) Each Grantor (either itself or through its licensees or its sublicensees) agrees that it will not do any act or omit to do any act whereby any material Patent may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by such Patent with the relevant patent number as necessary to establish and preserve its rights under applicable patent laws.

(h) Each Grantor (either itself or through its licensees or its sublicensees) will for each material Trademark (1) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (2) maintain the quality of products and services offered under such Trademark, (3) display such Trademark with notice of United States or non-United States registration to the extent necessary to establish and preserve its rights under Applicable Law, and (4) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(i) Each Grantor (either itself or through its licensees or sublicensees) will, for each work covered by a Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary to establish and preserve its rights under applicable copyright laws.

(j) Each Grantor shall notify the Secured Party promptly if it knows that any

material Intellectual Property Collateral may become abandoned, lost or dedicated to the public, or of any final determination (including the institution of, or any such determination in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any foreign country) regarding such Grantor's ownership of any such Intellectual Property Collateral, its right to register the same, or its right to keep and maintain the same, and will comply with the Secured Party's reasonable instructions with respect to the actions to be taken in response thereto.

(k) In the event that any Grantor (1) files an application or registration for any Intellectual Property Collateral with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, either itself or through any agent, employee, licensee or designee or (2) obtains rights to or develops any new Intellectual Property Collateral or any reissue, division, continuation, renewal, extension or continuation-in-part of any existing Intellectual Property Collateral, whether pursuant to any license or otherwise; the provisions of Section 1 hereof shall automatically apply thereto and such Grantor shall, except in the case of domain name renewals in the ordinary course of business, give to the Secured Party prompt written notice thereof and, upon request of the Secured Party, execute and deliver any and all agreements, instruments, documents and papers as the Secured Party may reasonably request to evidence the Secured Party's security interest in such Intellectual Property Collateral.

5. Assignment. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall, to the extent permitted under applicable law, upon request, execute and deliver to Secured Party an absolute assignment transferring its entire right, title, and interest in and to the Intellectual Property Collateral to Secured Party.

6. Power of Attorney. During the continuance of an Event of Default, Each Grantor hereby irrevocably grants to Secured Party 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, to take any action and to execute any instrument that the Secured Party may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of Secured Party without first obtaining such Grantor's approval thereof or signature thereto), but after providing notice to Borrower, Schedule A, Schedule B, Schedule C, Schedule D, and/or Schedule E hereof, as appropriate, to include references to any registered Intellectual Property Collateral (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any Intellectual Property Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of Secured Party 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 Secured Party'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; *provided, however*, unless an Event of Default has occurred and is continuing, Secured Party will not take any actions which result in an assignment or transfer of title of such Intellectual Property Collateral to Secured Party. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, Secured Party shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with the Grantor's attorney of record before the United States Patent and Trademark Office;

(c) To execute any document required to acknowledge, register or perfect the interest of Secured Party in any part of the Intellectual Property Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Intellectual Property Collateral, (ii) to use or license such Grantor's labels, Patents, Trademarks, trade names, URLs, internet domain names, industrial designs, Copyrights, advertising matter or other industrial or intellectual property rights, in advertising for sale of any Collateral, and (ii) take any other actions with respect to the Intellectual Property Collateral as Secured Party deems in good faith to be in the best interest of Secured Party.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations (other than Unasserted Contingent Obligations) secured hereby have been unconditionally paid or performed in full, the Credit Agreement has been terminated (except for any obligations designated thereunder as continuing on an unsecured basis) and all commitments of Secured Party to make Loans have been terminated.

7. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than Unasserted Contingent Obligations and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Secured Party (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantors may reasonably request and as are provided to the Secured Party to evidence such termination.

8. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the

provisions of and the security interest granted to Secured Party, under the Credit Agreement and the other Loan Documents. The rights and remedies of the Grantors and Secured Party with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Credit Agreement and the other Loan Documents, 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 Credit Agreement or the other Loan Documents, the provisions of the Credit Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This IP Security Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (A) may be relied on by each party as if the document were a manually signed original and (B) will be binding on each party for all purposes.


(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Illinois (without regard to Illinois choice of law or conflicts of law principles).

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

GENARTS, INC.,
a Delaware corporation

By: 
Name: *Katherine Hays*
Title: *C. E. O.*

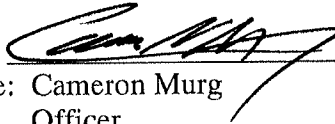
SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

029224.0106\611843

TRADEMARK
REEL: 004926 FRAME: 0536

SECURED PARTY:

FIFTH THIRD BANK

By: 
Name: Cameron Murg
Title: Officer

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

029224.0106\611843

TRADEMARK
REEL: 004926 FRAME: 0537

SCHEDULE A
COPYRIGHT COLLATERAL

Registered Copyrights

None.

Pending Copyright Applications

None.

SCHEDULE B
PATENT COLLATERAL

Registered Patents

None.

Pending Patent Applications

<u>Patent Name</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Inventor</u>	<u>If Foreign Trademark, What Country?</u>	<u>COMPANY/ Subsidiary</u>
Sharing of presents for visual effects or other computer-implemented effects	12/765,541	April 22, 2010	Karl Sims, Gary Oberbrunner, Katherine Hays	N/A	GenArts, Inc.
METHOD FOR NETWORK-BASED RENDERING AND STEERING OF VISUAL EFFECTS	61/545,330 Provisional Patent	October 10, 2011 (superseded January 10, 2012)	Gary Oberbrunner, Katherine Hays, David Sturman	N/A	GenArts, Inc.
METHOD FOR NETWORK-BASED RENDERING AND STEERING OF VISUAL EFFECTS	61/545,330	January 10, 2012	Gary Oberbrunner, Katherine Hays, David Sturman	N/A	GenArts, Inc.

Schedule B to IP Security Agreement

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

Mark	Owner	Country	Serial/Registration No.
GENARTS	GenArts, Inc.	USA	2,542,904
SAPPHIRE PLUG-INS	GenArts, Inc.	USA	3,030,966
TINDER	GenArts, Inc.	UK	2303415
TINDERBOX	GenArts, Inc.	UK	2303416
GENARTS	GenArts, Inc.	EU	002248284
SAPPHIRE PLUG-INS	GenArts, Inc.	EU	002248862

Pending Trademark Applications

ViVoom GenArts, Inc. USA 85/784,084

Unregistered Trademarks

Sapphire
Sapphire Edge
Sapphire Accents
SpeedSix
Monsters
Raptors
particleIllusion
Wondertouch
Tinder
Tinderbox
ViVoom
Bring your Story to
Life
GenArts FX Central

SCHEDULE D
DOMAIN NAMES

Genarts.com

Genarts.net

Speedsix.com

wondertouch.com

wondertouch.net

ViVoom.co

ViVoom.net

Kudoclips.com

SCHEDULE E
INTELLECTUAL PROPERTY LICENSES

Avid Technologies, Inc. Bundling and Distribution Agreement, dated December 8, 2010

The Foundry Visionmongers Ltd Strategic Alliance, dated February 4, 2010