

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
LYTRO, INC.		01/23/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC		
Street Address:	2755 SAND HILL ROAD		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85256081	LYTRO	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415-591-1000		
Email:	tsien@winston.com		
Correspondent Name:	Ted Sien		
Address Line 1:	101 California Street, Suite 3900		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	250121.1 LYTRO, INC.		
NAME OF SUBMITTER:	JOHN D. FREDERICKS, ESQ.		
Signature:	/JOHN D. FREDERICKS, ESQ./		

CH \$40.00 85256081

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**TRADEMARK
 REEL: 004953 FRAME: 0772**

Date:

01/31/2013

Total Attachments: 9

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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of January 23, 2013 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and LYTRO, INC., a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is LYTRO, INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and LYTRO, INC.

The Parties have entered into a Plain English Revolving & Letter of Credit Loan and Security Agreement dated as of June 20, 2011, as the same has been amended by that certain First Amendment to Plain English Revolving & Letter of Credit Loan and Security Agreement dated as of January 23, 2013 (together with further amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.
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3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

7. TERMINATION

This Agreement shall terminate and be of no further effect, and the rights granted to Us shall be revoked, upon satisfaction of the IP Release Milestone, as such term is defined in Section 21 of the Loan Agreement. Upon such termination, We agree to execute any documents and take all further action as may be reasonably necessary or desirable to remove our lien on the Intellectual Property Collateral, at no expense to Us.

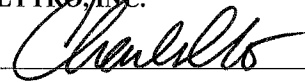
8. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: LYTRO, INC.
Signature: 
Print Name: Charles Chi
Title: President and CEO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

To Plain English Intellectual Property Security Agreement Between Lytro, Inc., as You (Grantor) and TriplePoint Capital LLC, as Us (Grantee)

PATENTS AND PATENT APPLICATIONS

LYTRO PATENTS

Patent Name	Status and Date Issued	Patent Number
Camera	Issued 9/4/2012	D666660
System and Method for Acquiring, Editing, Generating and Outputting Video Data	Issued 10/2/2012	8,279,325
Light Field Data Acquisition Devices, and Methods of Using and Manufacturing Same	Issued 10/16/2012	8,289,440

LYTRO PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
Extending Light-Field Processing to Include Extended Depth of Field and Variable Center of Perspective	6/5/12	61/655,790
Extended Depth of Field and Variable Center of Perspective in Light-Field Processing	11/28/12	13/688,026
Capturing Images Using Multiple Devices Storage and Transmission of Pictures Including Multiple Frames	12/4/12	13/693,798
Storage and Transmission of Pictures Including Multiple Frames	6/8/11	13/155,882
Selective Transmission of Image Data Based on Device Attributes	4/3/12	PCT/US12/31958
Optical Assembly Including Plenoptic Microlens Array	6/14/12	13/523,776
Depth-Assigned Content for Depth-Enhanced Pictures	7/27/12	13/560,138
Compensating for Sensor Saturation and Microlens Modulation During Light-Field Image Processing	6/26/12	13/533,319
Compensating for Variation in Microlens Position During Light-Field Image Processing	2/28/12	61/604,155
Optimization of Optical Systems for Improved Light Field Capture and Manipulation	2/28/12	61/604,175
Light-Field Processing and Analysis, Camera Control, and User Interfaces and Interaction on Light-Field Capture Devices	5/9/12	61/644,851
Parallax and/or Three-Dimensional Effects	2/28/12	61/604,195
	11/6/12	13/669,800

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for Thumbnail Image Displays		
Configuring Two-Dimensional Image Processing Based on Light-Field Parameters	10/18/12	61/715,297
Interactive Refocusing of Electronic Images	11/30/07	11/948,901
System of and Method for Video Refocusing	11/20/09	12/622,655
System and Method for Acquiring, Editing, Generating and Outputting Video Data	11/20/09	12/622,673
Acquiring, Editing, Generating and Outputting Video Data	7/31/12	13/563,513
Light Field Data Acquisition Devices, and Methods of Using and Manufacturing Same	12/8/09	12/632,979
Light Field Data Acquisition	9/4/12	13/603,275
Light Field Camera Image, File and Configuration Data, and Method of Using, Storing and Communicating Same	2/10/10	12/703,367
Light Field Camera Image, File and Configuration Data, and Method of Using, Storing and Communicating Same	7/18/11	201080004843.9
Light Field Camera Image, File and Configuration Data, and Method of Using, Storing and Communicating Same	11/10/11	EP10764914.7
Light Field Camera Image, File and Configuration Data, and Method of Using, Storing and Communicating Same	1/26/12	12100734.7
Light Field Camera Image, File and Configuration Data, and Method of Using, Storing and Communicating Same	7/11/11	2012-506066
Light Field Camera Image, File and Configuration Data, and Method of Using, Storing and Communicating Same	10/31/12	13/664,938
3D Light Field Cameras, Images and Files, and Methods of Using, Operating, Processing and Viewing Same	2/15/11	13/027,946
Downsampling Light-Field Images	1/31/12	13/362,496

STANFORD OFFICE OF TECHNOLOGY LICENSING PATENTS
(AS LICENSED TO LYTRO, INC.)

Patent Name	Status and Date Issued	Patent Number
Imaging Arrangements and Methods Therefor	Issued 5/3/2011	7,936,392
Correction of Optical Aberrations	Issued 8/14/2012	8,243,157
Variable Imaging Arrangements and Methods Therefor	Issued 8/21/2012	8,248,515
Imaging Arrangements and Methods Therefor	Issued 10/28/2009	ZL 2005-80039822.X
Imaging Arrangements and Methods Therefor (DIV)	Issued 10/3/2012	ZL 2008-10159141.0
Imaging Arrangements and Methods Therefor	Issued 6/3/2011	4,752,031
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Imaging Arrangements and Methods Therefor	Issued 3/30/2012	10-1134208
Correction of Optical Aberrations	Issued 1/22/2013	8,358,354
Imaging Arrangements and Methods Therefor (DIV)	Issued 1/22/2013	8,358,367

STANFORD OFFICE OF TECHNOLOGY LICENSING PATENT APPLICATIONS
(AS LICENSED TO LYTRO, INC.)

Patent Name	Status and Date FILED	Patent Number
Imaging Arrangements and Methods Therefor (DIV)	Pending, filed 4/1/2011	13/078,894
Variable Imaging Arrangements and Methods Therefor	Pending, filed 7/5/2012	
Variable Imaging Arrangements and Methods Therefor	Pending, filed 7/5/2012	13/542,575
Imaging Arrangements and Methods Therefor	Pending, filed 9/30/2005	05808405.4
Imaging Arrangements and Methods Therefor	Pending, filed 9/30/2005	11180444.9
Imaging Arrangements and Methods Therefor	Pending, filed 9/30/2005	11179895.5
Imaging Arrangements and Methods Therefor	Pending, filed 11/13/2007	07112404.8
Imaging Arrangements and Methods Therefor	Pending, filed 9/30/2005	12104407.5
Imaging Arrangements and Methods Therefor	Pending, filed 9/30/2005	12104406.6
Imaging Arrangements and Methods Therefor	Pending, filed 9/30/2005	584/MUMNP/2007
Correction of Optical Aberrations	Pending, filed 12/17/2012	13/717,156
Imaging Arrangements and Methods Therefor	Pending, filed 12/17/2012	13/717,397

SCHEDULE B

To Plain English Intellectual Property Security Agreement Between Lytro, Inc., as You (Grantor) and TriplePoint Capital LLC, as Us (Grantee)

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
LYTRO	Issued 7/5/2012	1444202	Australia - Registered
LYTRO	Issued 1/10/2012	10212264	EU – Registered
LYTRO	Issued 6/13/2012	302017782	Hong Kong - Registered
LYTRO	Issued 7/20/2012	T1111620D	Singapore – Registered

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
LYTRO	8/26/2011	1541420	Canada – Pending
LYTRO	3/22/2012	10658507	China - Pending
LYTRO	3/22/2012	10658506	China – Pending
LYTRO	3/22/2012	10658505	China – Pending
LYTRO	9/2/2011	2011063311	Japan – Pending
LYTRO	11/14/2012	968850	New Zealand – Pending
LYTRO	8/29/2011	4520110003838	South Korea - Pending
LYTRO	11/14/2012	636682012	Switzerland – Pending
LYTRO	3/22/2012	101015059	Taiwan – Pending
LYTRO	3/2/2011	85256081	US - Allowed

**SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between Lytro, Inc., as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)**

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
n/a			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
n/a		