

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.		03/08/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital Southwest Corporation		
Street Address:	2900 Preston Road, Ste. 700		
Internal Address:	c/o William M. Ashbaugh, SVP		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75230		
Entity Type:	CORPORATION: TEXAS		
Name:	ORIX Funds Corp.		
Street Address:	1717 Main Street, Ste. 1100		
Internal Address:	c/o David Orlandella		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	CORPORATION: TEXAS		
Name:	Kaleo Partners, LLC		
Street Address:	16211 N. Scottsdale Rd., Ste. A6A-628		
Internal Address:	c/o 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 Dr.		

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

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

Name:	Mark A. Rukavina
Street Address:	9181 E. Bell Rd.
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85260
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	John Scott Kirby
Street Address:	111 W. Rio Salado Parkway
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85281
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	David L. Swanson
Street Address:	12081 n. 118th Way
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85259
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Duane Woods
Street Address:	5030 E. Crestview Drive
City:	Paradise Valley
State/Country:	ARIZONA
Postal Code:	85253

Entity Type: INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3452187	IMEMORIES
Registration Number:	3555877	I
Serial Number:	85785579	
Serial Number:	85821353	IMEMORIES

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: 6026409232

Email: rcourtney@omlaw.com

Correspondent Name: Jonathan Ariano

Address Line 1: 2929 N. Central Ave. # 2100

Address Line 4: Phoenix, ARIZONA 85012

ATTORNEY DOCKET NUMBER:

13559.1

NAME OF SUBMITTER:

Jonathan F. Ariano

Signature:

/jonathan.f.ariano/

Date:

07/09/2013

Total Attachments: 6

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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of March 8, 2013, 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 sometimes referred to herein as "Secured Parties."

A. Pursuant to two separate Secured Note and Warrant Purchase Agreements, dated as of August 28, 2012, and March 8, 2013, 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 August 28, 2012 (collectively with the New Notes, the "Notes").

C. Pursuant to a Security Agreement, dated as of August 28, 2012 (as amended, modified or otherwise supplemented from time to time, 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 10(a) 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.

F. 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, CEO

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

[Signature Page to Grant of Security Interest in Trademarks]

ANNEX A

Secured Party Name and Notice Address:

Capital Southwest Corporation

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

Attn: 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

Attn: Doug Ducey

Sandy Rothman

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

Mark A. Rukavina

Address: 9181 East Bell Road
Scottsdale, AZ 85260

John Scott Kirby

Address: 111 West Rio Salado Parkway
Tempe, AZ 85281

David L. Swanson


Address: 12081 North 118th Way
Scottsdale, AZ 85259

Duane Woods

Address: 5030 East Crestview Drive
Paradise Valley, AZ 85253


SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

REGISTERED TRADEMARKS

Country	Mark	Reg. No.
United States	IMEMORIES (word) Classes 40, 41, 42	3452187
United States	IMEMORIES (design) Classes 40, 41, 42 	3555877
European Union	IMEMORIES (word) Classes 40, 41, 42	009108374

SCHEDULE I-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Country	Mark	Reg. No.
United States	IMEMORIES (design) Classes 40, 41, 42 	85785579
United States	IMEMORIES (word) Class 42	85821353

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