

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DAZ PRODUCTIONS, INC.		01/07/2014	CORPORATION: DELAWARE
DG HOLDINGS, INC.		01/07/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Multiplier Capital, LP
Street Address:	2 Wisconsin Circle, Suite 700
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3903068	GIZMOZ
Registration Number:	4013208	DIGIMI
Serial Number:	85362152	GENESIS
Registration Number:	3845210	VICTORIA
Registration Number:	3845213	BRYCE
Registration Number:	3845215	MIMIC
Registration Number:	3845216	DAZ

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2023704761
 Email: ipteam@nationalcorp.com
 Correspondent Name: Thomas Fahey

OP \$190.00 3903068

Address Line 1: 1025 Vermont Avenue NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: L074719

NAME OF SUBMITTER: REBECCA SILVA

Signature: /REBECCA SILVA/

Date: 01/29/2014

Total Attachments: 8

source=Daz - Trademark IPSA for NCR#page2.tif
source=Daz - Trademark IPSA for NCR#page3.tif
source=Daz - Trademark IPSA for NCR#page4.tif
source=Daz - Trademark IPSA for NCR#page5.tif
source=Daz - Trademark IPSA for NCR#page6.tif
source=Daz - Trademark IPSA for NCR#page7.tif
source=Daz - Trademark IPSA for NCR#page8.tif
source=Daz - Trademark IPSA for NCR#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **January 7, 2014** by and between **Multiplier Capital, LP** ("Multiplier") and **DAZ Productions, Inc. and DG Holdings, Inc.**, each a Delaware corporation (jointly and severally, "Grantor"), with reference to the following facts:

A. Multiplier and Grantor are parties to that certain Loan and Security Agreement dated January 7, 2014 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Multiplier a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Multiplier a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall, within five Business Days after registering any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office, do the following: (i) provide Secured Party with written notice thereof; and (ii) provide Secured Party with a copy of the application for any such registration; and (iii) execute and file such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks,

software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Multiplier's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Multiplier and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

[Signatures on Next Page]

Address of Grantor:

224 S 200 W #250
Salt Lake City, Utah 84101

DAZ Productions, Inc.

By _____
Title _____

Address of Grantor:

224 S 200 W #250
Salt Lake City, Utah 84101

DG Holdings, Inc.

By _____
Title _____

Address of Multiplier:

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

Multiplier Capital, LP

By Kevin P. Shel
Title Managing Member

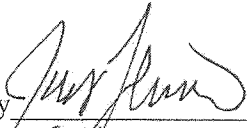
Form: Version-1

[Signature Page — Intellectual Property Security Agreement]

Address of Grantor:

224 S 200 W #250
Salt Lake City, Utah 84101

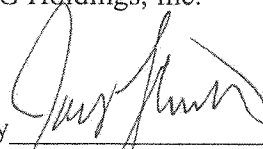
DAZ Productions, Inc.

By 
Title CEO

Address of Grantor:

224 S 200 W #250
Salt Lake City, Utah 84101

DG Holdings, Inc.

By 
Title PRESIDENT

Address of Multiplier:

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

Multiplier Capital, LP

By _____
Title _____

Form: Version-1

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GIZMOZ (US)	3903068	11-Jan-2011
GIZMOZ (IL)	143408	12-Oct-2001
GIZMOZ (EP)	005102389	31-May-2007
GIZMOZ (AU)	1198051	17-Nov-2009
DIGIMI (US)	4013208	16-Aug-2011
GENESIS (US)	85/362,152	01-Jun-2011
VICTORIA (US)	3845210	07-Sep-2010
BRYCE (US)	3845213	07-Sep-2010
MIMIC (US)	3845215	07-Sep-2010
DAZ (US)	3845216	07-Sep-2010

Common Law Trademarks

AIKO
ARTZONE
BRYCE 3D
BRYCE LIGHTENING CARRARA
DAZ/STUDIO
DYNAMIC CLOTHING
HEXAGON
ELITE SERIES
FREAK
G.I.R.L.
HIRO
LAURA
MILLENNIUM 3D MODELS DAVID
MILLENNIUM BIG CAT
MILLENNIUM CAT
MILLENNIUM DRAGON
MILLENNIUM HORSE
MILLENNIUM KIDS LUKE
MODEL YOUR INSPIRATION LIP SYNC STUDIO
PLATINUM CLUB
POSERPROS

STEPHANIE
SUBDRAGON
THE FIRST NAME IN 3D LANDSCAPES
THE MOST WIDELY USED 3D MODELS
THE POWERFUL, APPROACHABLE. COMPLETE 3D SOLUTION
UNLEASH THE ARTIST WITHIN

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
APPARATUS AND METHOD FOR EFFICIENT ANIMATION OF BELIEVABLE SPEAKING 3D CHARACTERS IN REAL TIME (US)	7,663,628	27-Jan-2010
PROGRAMMABLE COMPUTER GRAPHIC OBJECTS (US)	6,329,994	11-Dec-2001
FAST TRANSMISSION OF GRAPHIC OBJECTS	6,351,267	26-Feb-2002
SIMPLIFIED ON-LINE PREPARATION OF DYNAMIC WEBSITES	6,313,835	06-Nov-2001

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BRYCE 4 (CA)	494920	19-May-1997
BRYCE 4 (US)	TX-5-454-341	16-Jan-2002
BRYCE 5 (CA)	494919	27-Nov-2001
BRYCE 5 (US)	TX-5-451-061	16-Jan-2002
MR. FINNEGAN'S GIVING CHEST	TX-6-348-659	04-Apr-2006