TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298434

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FLASHFOTO, INC.		03/17/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	AGILITY CAPITAL II, LLC
Street Address:	812 S. Anacapa
Internal Address:	Suite A
City:	Santa Barbara
State/Country:	CALIFORNIA
Postal Code:	93101
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3785445	FLASHFOTO

CORRESPONDENCE DATA

Fax Number: 8585506420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone:	858-550-6403
Email:	erin.obrien@cooley.com
Correspondent Name:	Erin O'Brien
Address Line 1:	c/o Cooley LLP
Address Line 2:	4401 Eastgate Mall
Address Line 4:	San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	305948-185 FLASHFOTO
NAME OF SUBMITTER:	ERIN O'BRIEN
SIGNATURE:	/Erin O'Brien/
DATE SIGNED:	03/18/2014

Total Attachments: 4
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TRADEMARK

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of March 17, 2014 by and between **AGILITY CAPITAL II, LLC** ("**Lender**") and **FLASHFOTO, INC.**, a Delaware corporation ("**Grantor**").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan Agreement by and between Lender and Grantor (as amended from time to time, the "**Loan Agreement**") dated on or about the date hereof. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

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

Address of Grantor:

50 University Avenue, Suite 354
Los Gatos, CA 95032
Attn:

FLASHFOTO, INC.

By:

Title: C.F.O

Address of Lender:

812 Anacapa Street, Suite A
Santa Barbara, CA 93101

AGILITY CAPITAL II, LLC

By:

Title: MANAGING MEMBER

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EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist ☑

Title	Registration Number	Registration Date

EXHIBIT B

Patents

Please Check Box if No Patents Exist ☐

Title	Serial / Patent Number	Application / Issue Date
Refinement of segmentation markup	8,670,615	
Segmenting human hair and faces	8,638,993	
Systems and methods for segmenation (*sic*) by removal of monochrOmatic background with limitied (*sic*) intensity variations	8,411,986	
Image segmentation	8,385,609	
System and method for improving display of tuned multi-scaled regions of an image with local and global control	8,300,936	
Systems and methods for unsupervised local boundary or region refinement of figure masks using over and under segmentation of regions	8,135,216	
Systems and methods for segmenting an image based on perceptual information	8,131,077	
System and method for displaying results of an image processing system that has multiple results to allow selection for subsequent image processing	12,062,496	04/03/08
Perceptual information processing system	10/618,543	07/11/03
Linguistic image label incorporating decision relevant perceptual, semantic, and relationships data	11/683,864	03/08/07
Systems and methods for labeling and characterization of connected regions in a binary mask	12/581,324	10/19/09
Systems and methods for rule-based segmentation for objects with full or partial frontal view in color images	12/735,093	12/12/08
System and method for segmentation of an image into tuned multi-scaled regions	12/502,125	07/13/09
Systems and methods for manifold learning for matting	13/068,460	05/10/11
Systems and methods for retargeting an image utilizing a saliency map	12/932,927	03/08/11

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EXHIBIT C

Trademarks

Description	Serial / Registration Number	Application /Registration Date
FLASHFOTO	3,785,445	05/04/10