

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299739

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COOLIRIS, INC.		03/31/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	MONTAGE CAPITAL II, L.P.
Street Address:	19925 Stevens Creek Blvd.
Internal Address:	Suite 100
City:	Cupertino
State/Country:	CALIFORNIA
Postal Code:	95014
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3940791	LIVESHARE
Registration Number:	3867161	COOLIRIS
Registration Number:	3867160	COOLIRIS
Registration Number:	3867159	COOLIRIS
Registration Number:	3657956	COOLPREVIEWS
Registration Number:	3657954	COOLPREVIEWS
Registration Number:	3748451	COOLIRIS
Registration Number:	3748450	COOLIRIS
Registration Number:	3748449	COOLIRIS
Registration Number:	3657763	COOLIRIS
Registration Number:	3520166	PICLENS
Registration Number:	3520132	COOLIRIS

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

TRADEMARK

Address Line 1: c/o Cooley LLP
Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 306316-154 COOLIRIS

NAME OF SUBMITTER: ERIN O'BRIEN

SIGNATURE: /Erin O'Brien/

DATE SIGNED: 03/31/2014

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 31, 2014 by and between Montage Capital II, L.P., a Delaware limited partnership ("Lender") and Cooliris, Inc., a California corporation ("Borrower").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. 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 FOLLOWS]

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

BORROWER:

Cooliris, Inc.

Address of Borrower:

3000 El Camino Real, Bldg. 4, Suite 200
Palo Alto, CA 94306
Attn: Soujanya Bhumkar, CEO
Fax: _____

653 BRYANT ST.
SAN FRANCISCO, CA 94107

By: _____

Name: SOUJANYA BHUMKAR

Title: CEO

LENDER:

Montage Capital II, L.P.

Address of Lender:

19925 Stevens Creek Blvd., Suite 100
Cupertino, CA 95014
Attn: Eric Gonzales
Fax: (408) 973-7213

By: _____

Name: Eric Gonzales

Title: Managing Director

SCHEDULE A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Cooliris for the iPhone Version 1.0.	TX0007155708	12/08/09
Cooliris for the iPhone Version 1.4	TX0007155686	12/03/09
Cooliris Logo I.	VA0001658577	01/21/09
Cooliris Version 1.10.	TX0007155705	12/03/09
Cooliris Version 1.9.1.	TX0007155692	12/03/09
Gallery Version 1.0.	TX0007155697	01/15/10
PicLens Version 1.5.	TX0007128072	12/02/09
PicLens Version 1.6.	TX0007155683	12/03/09

SCHEDULE B

Patents

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
Sharing of media and other content through a communication channel	8,533,284 12/145,477	09/10/13
Gallery application for content viewing	12/702,508	02/09/10
Gallery application for content viewing	12/702,555	02/09/10
Gallery application for content viewing	12/702,577	02/09/10
Methods and system for enhancing internet experiences	11/613,838	12/20/06
Methods and system for enhancing internet experiences using previews	11/751,585	05/21/07
Method and system for selecting and presenting web advertisements in a full-screen cinematic view	11/751,577	05/21/07
Method and system for displaying photos, videos, RSS and other media content in full-screen immersive view and grid-view using a browser feature	11/751,540	05/21/07

SCHEDULE C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application / Registration Date</u>
LIVESHARE	3,940,791	04/05/11
COOLIRIS	3,867,161	10/26/10
COOLIRIS	3,867,160	10/26/10
COOLIRIS	3,867,159	10/26/10
COOLPREVIEWS	3,657,956	07/21/09
COOLPREVIEWS	3,657,954	07/21/09
COOLIRIS	3,748,451	02/16/10
COOLIRIS	3,748,450	02/16/10
COOLIRIS	3,748,449	02/16/10
COOLIRIS	3,657,763	07/21/09
PICLENS	3,520,166	10/21/08
COOLIRIS	3,520,132	10/21/08