

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306815

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GenArts, Inc.		05/21/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	1445 Ross Avenue, Suite 4900		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2542904	GENARTS	
Registration Number:	3030966	SAPPHIRE PLUG-INS	
Registration Number:	4367916	VIVOOM	
CORRESPONDENCE DATA			
Fax Number:	2149649501		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214.964.9469		
Email:	stephen.ratliff@hklaw.com		
Correspondent Name:	Stephen Ratliff		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	200 Crescent Court, Suite 1600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	538541.49/MADREWS		
NAME OF SUBMITTER:	Stephen Ratliff		
SIGNATURE:	/Stephen Ratliff /		
DATE SIGNED:	06/05/2014		
Total Attachments: 49			
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**SECOND AMENDMENT AND LIMITED WAIVER TO CREDIT AGREEMENT
SECOND AMENDMENT TO SECURITY AGREEMENT AND SECOND AMENDMENT
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS SECOND AMENDMENT AND LIMITED WAIVER TO CREDIT AGREEMENT SECOND AMENDMENT TO SECURITY AGREEMENT AND SECOND AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment") dated as of May 21, 2014 is entered into by and between GENARTS, INC., a Delaware corporation ("Borrower") and FIFTH THIRD BANK, an Ohio banking corporation ("Lender").

RECITALS

WHEREAS, Borrower and Lender entered into that certain Credit Agreement, dated as of October 20, 2011 (as the same is hereby amended and may hereafter be amended, restated, supplemented or otherwise modified from time to time, being hereinafter referred to as the "Credit Agreement");

WHEREAS, Borrower and Lender also entered into (i) that certain Security Agreement dated as of October 20, 2011 (as the same is hereby amended and may hereafter be amended, restated, supplemented or otherwise modified from time to time, being hereinafter referred to as the "Security Agreement") and (ii) that certain Intellectual Property Security Agreement dated as of October 20, 2011 (as the same is hereby amended and may hereafter be amended, restated, supplemented or otherwise modified from time to time, being hereinafter referred to as the "Intellectual Property Security Agreement");

WHEREAS, as a result of (i) Borrower paying the Indebtedness under the SpeedSix Subordinated Notes in full (a) without delivering to Lender a certificate of the chief financial officer of Borrower demonstrating pro forma compliance (as determined on a pro forma basis) with all covenants and financial covenants set forth in Sections 4 and 5 of the Credit Agreement both before and immediately after giving effect to such payment and (b) without being in pro forma compliance (as determined on a pro forma basis) with the Consolidated Fixed Charge Coverage Ratio covenant set forth in Section 5.10 of the Credit Agreement both before and immediately after giving effect to such payment, in each case, in violation of Section 5.2(b) of the Credit Agreement, an Event of Default has occurred under Section 6.1(c) of the Credit Agreement (such Event of Default, the "SpeedSix Note Payment Default"), (ii) Borrower failing to make the Excess Cash Flow Payment on the Excess Cash Flow Payment Date relating to the two Fiscal Quarter period ending on June 30th of fiscal year 2013 in violation of Section 2.2(c) of the Credit Agreement, an Event of Default has occurred under Section 6.1(b) of the Credit Agreement (such Event of Default, the "Excess Cash Flow Payment Default"), (iii) Borrower failing to deliver its 2013 fiscal year audited financial statements and the related required deliverables prior to April 30, 2014 in violation of Section 4.3(b) of the Credit Agreement, an Event of Default has occurred under Section 6.1(c) of the Credit Agreement (such Event of Default, the "Audited Financials Default") and (iv) Borrower failing to provide notice under Section 4(k) of the Intellectual Property Security Agreement with respect to its registering of new trademarks and patents in violation of the Intellectual Property Security Agreement, an

Event of Default has occurred under Section 6.1(c) of the Credit Agreement (such Event of Default, the "IP Notice Default"); together with the SpeedSix Note Payment Default, the Excess Cash Flow Payment Default and the Audited Financials Default, collectively, the "Specified Events of Default");

WHEREAS, Borrower has requested that Lender waive the Specified Events of Default and agree to make certain amendments to the Credit Agreement, Security Agreement and Intellectual Property Security Agreement and Lender has agreed to waive such Existing Events of Default and make such amendments upon the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

AGREEMENT

ARTICLE I

Definitions

Capitalized terms used in this Amendment are defined in the Credit Agreement unless otherwise stated.

ARTICLE II

Amendments to Credit Agreement

2.1 Amendments to Section 1.

- (a) Section 1 of the Credit Agreement is hereby amended by adding, in its entirety, the following defined terms in proper alphabetical order, to read as follows:

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.”

“Excluded Swap Obligation” means, with respect to any guarantor of a Swap Obligation, including the grant of a security interest to secure the guaranty of such Swap Obligation, any Swap Obligation if, and to the extent that, such Swap Obligation is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such guarantor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time the guaranty or grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only

to the portion of such Swap Obligation that is attributable to swaps for which such Swap Obligation or security interest is or becomes illegal.”

“Liquidity” shall mean, at any date of determination, an amount equal to unrestricted immediately available cash on hand (including amounts in deposit accounts), plus Revolving Loan Availability.”

“Second Amendment Effective Date” means May 21, 2014.”

“Swap Obligation” means any Rate Management Obligation that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act, as amended from time to time.”

“Vivoom” shall mean Borrower’s business operations related to the smart-phone application commonly referred to as “Vivoom” developed by Borrower.”

- (b) Section 1 of the Credit Agreement is hereby further amended by amending and restating the following defined terms in their entirety to read as follows:

“Obligations” means the Loans, the Letter of Credit Obligations, the Rate Management Obligations, all other loans, advances, and Indebtedness of Borrower and of each other Credit Party owed to any one or more of Lender, the Affiliates of Lender and any of the other Affiliates of Fifth Third Bancorp of every kind and description, whether now existing or hereafter arising, whether direct or indirect, primary or as guarantor or surety, absolute or contingent, liquidated or unliquidated, matured or unmatured, related or unrelated, whether arising out of overdrafts on checking, deposit or other accounts or electronic funds transfers (whether through wire transfers, automatic clearing houses or otherwise) or out of Lender’s non-receipt of, or inability to collect, funds or otherwise not being made whole in connection with depository transfer checks or other similar arrangements, and whether or not secured by additional collateral, and including all liabilities, obligations and Indebtedness arising under this Agreement and the other Loan Documents, all obligations under all treasury and cash management agreements, all obligations with respect to any credit or debit cards issued by Lender (or any Affiliate of Lender), all obligations to perform or forbear from performing acts, all amounts represented by letters of credit now or hereafter issued by Lender for the benefit of or at the request of Borrower, and all expenses and reasonable attorneys’ fees incurred by Lender and any Affiliate of Fifth Third Bancorp, in each case arising under or out of this Agreement or any other Loan Document; provided, however, notwithstanding the foregoing, any Excluded Swap Obligations are expressly excluded from the Obligations hereunder.”

“Revolving Commitment” means, for the period beginning on the Second Amendment Effective Date through and including September 30, 2014, \$500,000, and thereafter, \$750,000.”

“Total Funded Debt” means, as of any date of determination, the principal portion of all Indebtedness (without duplication) of the Credit Parties on a consolidated basis: (a) in respect of any borrowed money (including the Obligations but excluding Indebtedness evidenced by the Sponsor Subordinated Notes); (b) evidenced by any loan or credit agreement, promissory note, debenture, bond, or other similar written obligation to pay money (including the Loan Documents but excluding the Sponsor Subordinated Notes); (c) under any capitalized lease, synthetic lease or any form of off-balance sheet financing; (d) for the deferred and unpaid purchase price of any property or business or any services (other than (without duplication) for purposes of this clause (d), trade accounts and accrued liabilities payable incurred in the ordinary course of business and constituting current liabilities not more than ninety (90) days in arrears measured from the date of billing or accrual), all as determined in accordance with GAAP; and (e) any guarantee or endorsement of, or responsibility for any Indebtedness of the types described in this definition.”

2.2 Amendment to Section 4. Section 4 of the Credit Agreement is hereby amended by adding a new Section 4.15 thereto to read as follows:

“4.15 Minimum Liquidity. Beginning on the Second Amendment Effective Date through and including September 30, 2014, Borrower shall maintain Liquidity of not less than \$500,000 at all times. In addition, during such period, Borrower shall maintain a balance of at least \$250,000 at all times in Borrower’s deposit account number #7025967733 at Lender.”

2.3 Amendment to Section 5.10. Section 5.10 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“5.10 Consolidated Fixed Charge Coverage Ratio. Borrower will not permit the ratio (“Consolidated Fixed Charge Coverage Ratio”) resulting from dividing (a) Consolidated Free Cash Flow for any Test Period by (b) Consolidated Fixed Charges for that same Test Period to be less than:

<u>Test Period Ending On</u>	<u>Consolidated Fixed Charge Ratio</u>
March 31, 2014	0.70 to 1.00
June 30, 2014	0.60 to 1.00
September 30, 2014	0.85 to 1.00

December 31, 2014	1.00 to 1.00
March 31, 2015 and thereafter	1.25 to 1.00”

2.4 Amendment to Section 5.11. Section 5.11 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“5.11 Consolidated Total Leverage Ratio. Borrower will not permit the ratio (“Consolidated Total Leverage Ratio”) resulting from dividing (a) Total Funded Debt as of the end of the applicable Test Period by (b) Consolidated Adjusted EBITDA for such applicable Test Period to exceed:

<u>Test Period Ending On</u>	<u>Consolidated Total Leverage Ratio</u>
March 31, 2014	3.25 to 1.00
June 30, 2014	3.50 to 1.00
September 30, 2014	2.75 to 1.00
December 31, 2014	2.50 to 1.00
March 31, 2015	2.25 to 1.00
June 30, 2015 and thereafter	2.00 to 1.00”

2.5 Amendment to Section 5. Section 5 of the Credit Agreement is hereby amended by adding a new Section 5.13 thereto to read as follows:

“5.13 Vivoom. Borrower shall not use proceeds of the Loan Collateral or proceeds of the Line of Credit to pay expenses and/or costs related to Vivoom in excess of \$1,000,000 in the aggregate from and after January 1, 2014. Additionally, Borrower shall endeavor in good faith to sell or transfer the Vivoom business to a third party pursuant to a transaction or series of transactions acceptable to Lender by June 30, 2014, and if not successful, use reasonable efforts to liquidate the Vivoom assets, provided, further, in any event, Borrower shall not use proceeds of the Loan Collateral or proceeds of the Line of Credit to pay expenses and/or costs related to Vivoom incurred after June 30, 2014 other than reasonable expenses and/or costs related to liquidation of the Vivoom assets. For the avoidance of doubt, in connection with any sale or transfer approved by Lender, (i) any cash proceeds received by Borrower shall be applied in accordance with Section 2.2(e) herein, (ii) any non-cash proceeds received by Borrower shall constitute Loan Collateral under this Agreement and Borrower shall execute any Security Documents reasonably requested by Lender in connection

therewith and (iii) upon Lender's receipt of the foregoing, Lender shall terminate its security interest in and Lien upon such Vivoom assets."

2.6 Amendment to Schedules. The Schedules to the Credit Agreement are hereby amended and restated in their entirety with the Schedules attached as Exhibit A hereto.

ARTICLE III

Amendment to Security Agreement

3.1 Amendment to Exhibits. The Exhibits to the Security Agreement are hereby amended and restated in their entirety with the Exhibits attached as Exhibit B hereto.

ARTICLE IV

Amendment to Intellectual Property Security Agreement

4.1 Amendment to Schedules. The Schedules to the Intellectual Property Security Agreement are hereby amended and restated in their entirety with the Schedules attached as Exhibit C hereto.

ARTICLE V

Conditions Precedent

The effectiveness of this Amendment is subject to the satisfaction of the following conditions precedent in a manner satisfactory to Lender, unless specifically waived in writing by Lender:

5.1. Lender shall have received each of the following, each in form and substance satisfactory Lender, in its sole discretion, and, where applicable, each duly executed by each party thereto:

(a) This Amendment duly executed by Borrower;

(b) Copies of Borrower's organizational documents, certified as of a recent date by the appropriate governmental official, and certified by its secretary or an assistant secretary as of the Second Amendment Effective Date; (i) signature and incumbency certificates of the officers of Borrower executing the Loan Documents to which it is a party; (ii) resolutions of the Board of Directors or similar governing body of Borrower approving and authorizing the execution, delivery and performance of each Loan Document to which it is a party or by which it or its assets may be bound as of the Second Amendment Effective Date, certified as of the Second Amendment Effective Date by its secretary or an assistant secretary as being in full force and effect without modification or amendment; (iv) a good standing certificate, if applicable, from the applicable Governmental Authority of Borrower's jurisdiction of incorporation, organization or formation and in each jurisdiction in which it is qualified as a foreign corporation or other entity to do business, except where failure to be so qualified

would not reasonably be expected to have a Material Adverse Effect, each dated a recent date prior to the Second Amendment Effective Date;

(c) Borrower shall pay to Lender on the Second Amendment Effective Date a closing fee in the aggregate amount of \$50,000 (the "Second Amendment Fee"). The Second Amendment Fee is fully-earned and non-refundable as of the Second Amendment Effective Date;

(d) All other documents Lender shall have reasonably requested with respect to any matter relevant to this Amendment or the transactions contemplated hereby.

5.2. The representations and warranties contained herein and in the Credit Agreement and the other documents executed in connection with the Credit Agreement (herein referred to as "Loan Documents"), as each is amended hereby, shall be true and correct as of the date hereof, as if made on the date hereof, except for such representations and warranties as are by their express terms limited to a specific date.

5.3. No Default or Event of Default shall have occurred and be continuing, unless such Default or Event of Default has been otherwise specifically waived in writing by Lender.

5.4. All corporate proceedings taken in connection with the transactions contemplated by this Amendment and all documents, instruments and other legal matters incident thereto shall be satisfactory to Lender.

ARTICLE VI

Limited Waiver

6.1 Limited Waiver.

(a) As of the date of execution of this Amendment, Borrower hereby acknowledges, confirms and agrees that (i) each Specified Event of Default constitutes an Event of Default under Section 6.1(a) of the Credit Agreement and (ii) as a consequence of such Event of Default, Lender is presently entitled to exercise its rights and remedies under the Credit Agreement and the other Loan Documents. In reliance upon the representations and warranties of Borrower contained in this Amendment and subject to the terms and conditions of this Amendment and any documents or instruments executed in connection herewith, Lender hereby waives, subject to the satisfaction of the conditions precedent set forth in Article III above, the Specified Events of Default; provided, however, that if Borrower fails to deliver the 2013 fiscal year audited annual financial statements and other deliverables required under Section 4.3(b) of the Credit Agreement on or prior to May 30, 2014, time being of the essence, then the waiver provided in this Section 6.1 with respect to the Audited Financials Default shall be automatically rescinded and of no further force and effect.

(b) Except as it relates to the Specified Events of Default and the limited waiver set forth in Section 6.1(a) above, nothing contained herein shall be construed as a consent or waiver by Lender of any covenant or provision of the Credit Agreement, the other Loan Documents, this Amendment or any other contract or instrument among Borrower and Lender, and the failure of Lender at any time or times hereafter to require strict performance by Borrower of any provision thereof shall not waive, affect or diminish any right of Lender to thereafter demand strict compliance therewith.

(c) Borrower is hereby notified that irrespective of (i) any waivers or consents previously granted by Lender regarding the Credit Agreement and the Loan Documents, (ii) any previous failures or delays of Lender in exercising any right, power or privilege under the Credit Agreement or the Loan Documents or (iii) any previous failures or delays Lender in the monitoring or in the requiring of compliance by Borrower with the duties, obligations and agreements of Borrower in the Credit Agreement and the Loan Documents, Borrower will be expected to comply strictly with its duties, obligations and agreements under the Credit Agreement and the Loan Documents.

ARTICLE VII

Ratifications, Representations and Warranties

7.1 Ratifications. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Credit Agreement and the other Loan Documents, and, except as expressly modified and superseded by this Amendment, the terms and provisions of the Credit Agreement and the other Loan Documents are ratified and confirmed and shall continue in full force and effect. Borrower and Lender agree that the Credit Agreement and the other Loan Documents, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with their respective terms, except as limited by equitable principles and by bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the rights of creditors generally. Borrower agrees that this Amendment is not intended to and shall not cause a novation with respect to any or all of the obligations under the Credit Agreement.

7.2 Representations and Warranties. Borrower hereby represents and warrants to Lender that (a) the execution, delivery and performance by Borrower of this Amendment and any and all other Loan Documents executed and/or delivered by Borrower in connection herewith have been authorized by all requisite action (as applicable) on the part of Borrower and will not violate the articles (or certificate) of incorporation or bylaws of Borrower; (b) Borrower's board of directors has authorized the execution, delivery and performance of this Amendment and any and all other Loan Documents executed and/or delivered in connection herewith; (c) the representations and warranties contained in the Credit Agreement, as amended hereby, and any other Loan Document are true and correct on and as of the date hereof and on and as of the date of execution hereof as though made on and as of each such date; (d) no Default or Event of Default under the Credit Agreement, as amended hereby, has occurred and is continuing, unless such Default or Event of Default has been specifically waived in writing by Lender; and (e) Borrower is in full compliance with all covenants and agreements contained in the Credit Agreement and the other Loan Documents, as amended hereby.

ARTICLE VIII

Miscellaneous Provisions

8.1 Survival of Representations and Warranties. All representations and warranties made in the Credit Agreement or any other Loan Document, including, without limitation, any document furnished in connection with this Amendment, shall survive the execution and delivery of this Amendment and the other Loan Documents, and no investigation by Lender or any closing shall affect the representations and warranties or the right of Lender to rely upon them.

8.2 Reference to Credit Agreement. Each of the Credit Agreement and the other Loan Documents, and any and all other Loan Documents, documents or instruments now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Credit Agreement, as amended hereby, are hereby amended so that any reference in the Credit Agreement and such other Loan Documents to the Credit Agreement shall mean a reference to the Credit Agreement, as amended hereby.

8.3 Expenses of Lender. As provided in the Credit Agreement, Borrower agrees to pay on demand all reasonable documented out-of-pocket costs and expenses incurred by Lender, or its Affiliates, in connection with the preparation, negotiation, and execution of this Amendment and the other Loan Documents executed pursuant hereto and any and all amendments, modifications, and supplements thereto, including, without limitation, the reasonable costs and fees of legal counsel, and all reasonable documented out-of-pocket costs and expenses incurred by Lender in connection with the enforcement or preservation of any rights under the Credit Agreement, as amended hereby, or any other Loan Documents, including, without, limitation, the reasonable costs and fees of legal counsel.

8.4 Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

8.5 Successors and Assigns. This Amendment is binding upon and shall inure to the benefit of Lender and Borrower and their respective successors and assigns, except that Borrower may not assign or transfer any of its rights or obligations hereunder without the prior written consent of Lender.

8.6 Counterparts; Electronic Signatures. This Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. This Amendment may be executed by facsimile transmission or other electronic means, which facsimile or other electronic signatures shall be considered original executed counterparts for purposes of this Section 8.6, and each party to this Amendment agrees that it will be bound by its own facsimile or other electronic signature and that it accepts the facsimile or other electronic signature of each other party to this Amendment.

8.7 **Effect of Waiver.** No consent or waiver, express or implied, by Lender to or for any breach of or deviation from any covenant or condition by Borrower shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition or duty.

8.8 **Headings.** The headings, captions, and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

8.9 **Applicable Law.** THIS AMENDMENT AND ALL OTHER LOAN DOCUMENTS EXECUTED PURSUANT HERETO SHALL BE DEEMED TO HAVE BEEN MADE AND TO BE PERFORMABLE IN AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, (BUT EXCLUDING CHOICE OF LAW AND CONFLICTS OF LAW RULES).

8.10 **Final Agreement.** THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS, EACH AS AMENDED HEREBY, REPRESENT THE ENTIRE EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF ON THE DATE THIS AMENDMENT IS EXECUTED. THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS AMENDED HEREBY, MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. NO MODIFICATION, RESCISSION, WAIVER, RELEASE OR AMENDMENT OF ANY PROVISION OF THIS AMENDMENT SHALL BE MADE, EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BORROWER AND LENDER.

8.11 **Release by Borrower.** FOR AND IN CONSIDERATION OF LENDER'S AGREEMENTS CONTAINED HEREIN, BORROWER, TOGETHER WITH ITS PARENTS, DIVISIONS, SUBSIDIARIES, AFFILIATES, MEMBERS, MANAGERS, PARTICIPANTS, PREDECESSORS, SUCCESSORS AND ASSIGNS, AND ITS CURRENT AND FORMER DIRECTORS, OFFICERS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, AGENTS AND EMPLOYEES, AND ITS PREDECESSORS, SUCCESSORS, HEIRS AND ASSIGNS (INDIVIDUALLY AND COLLECTIVELY, "RELEASORS") HEREBY VOLUNTARILY AND KNOWINGLY RELEASES AND FOREVER WAIVES AND DISCHARGES LENDER AND ITS PARENTS, DIVISIONS, SUBSIDIARIES, AFFILIATES, MEMBERS, MANAGERS, PARTICIPANTS, PREDECESSORS, SUCCESSORS AND ASSIGNS, AND EACH OF ITS CURRENT AND FORMER DIRECTORS, OFFICERS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, AGENTS AND EMPLOYEES, AND EACH OF THEIR RESPECTIVE PREDECESSORS, SUCCESSORS, HEIRS AND ASSIGNS (INDIVIDUALLY AND COLLECTIVELY, THE "RELEASED PARTIES") FROM ALL POSSIBLE CLAIMS, COUNTERCLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES AND LIABILITIES WHATSOEVER, WHETHER KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, SUSPECTED OR UNSUSPECTED, FIXED, CONTINGENT OR CONDITIONAL OR AT LAW OR IN EQUITY, IN ANY CASE ORIGINATING IN WHOLE OR IN PART ON OR BEFORE THE DATE THIS AMENDMENT IS EXECUTED THAT ANY OF THE RELEASORS MAY NOW OR HEREAFTER HAVE AGAINST THE RELEASED PARTIES, IF ANY, IRRESPECTIVE OF WHETHER ANY SUCH CLAIMS ARISE OUT OF CONTRACT, TORT, VIOLATION OF LAW OR REGULATIONS OR OTHERWISE,

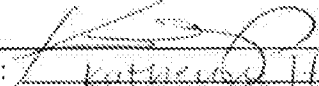
INCLUDING WITHOUT LIMITATION ARISING DIRECTLY OR INDIRECTLY FROM ANY LAWSUIT, ANY PRIOR OR EXISTING LOANS BETWEEN RELEASORS AND RELEASED PARTIES, ANY OF THE LOAN DOCUMENTS, THE EXERCISE OF ANY RIGHTS AND REMEDIES UNDER ANY OF THE LOAN DOCUMENTS AND/OR NEGOTIATION FOR AND EXECUTION OF THIS AMENDMENT, INCLUDING, WITHOUT LIMITATION, ANY CONTRACTING FOR, CHARGING, TAKING, RESERVING, COLLECTING OR RECEIVING INTEREST IN EXCESS OF THE HIGHEST LAWFUL RATE APPLICABLE. EACH OF THE RELEASORS WAIVES THE BENEFITS OF ANY LAW, WHICH MAY PROVIDE IN SUBSTANCE: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MUST HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE DEBTOR." EACH OF THE RELEASORS UNDERSTANDS THE FACTS IT BELIEVES TO BE TRUE AT THE TIME OF MAKING THE RELEASE PROVIDED FOR HEREIN MAY LATER TURN OUT TO BE DIFFERENT THAN IT NOW BELIEVES, AND INFORMATION NOT NOW KNOWN OR SUSPECTED MAY LATER BE DISCOVERED. EACH OF THE RELEASORS ACCEPTS THIS POSSIBILITY, AND EACH OF THEM ASSUMES THE RISK OF THE FACTS TURNING OUT TO BE DIFFERENT AND NEW INFORMATION BEING DISCOVERED AND EACH OF THEM FURTHER AGREES THE RELEASE PROVIDED FOR HEREIN SHALL IN ALL RESPECTS CONTINUE TO BE EFFECTIVE AND NOT SUBJECT TO TERMINATION OR RESCISSION BECAUSE OF ANY DIFFERENCE IN SUCH FACTS OR ANY NEW INFORMATION.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURES FOLLOW.]

IN WITNESS WHEREOF, this Amendment has been executed as of the date first written above.

BORROWER:

GENARTS, INC.

By: 
Name: _____
Title: CEO

LENDER:

FIFTH THIRD BANK

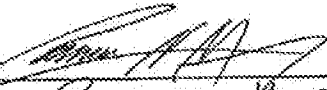
By: 
Name: Cameron King
Title: Assistant Vice President

EXHIBIT A

SCHEDULES TO CREDIT AGREEMENT

[See Attached]

**SCHEDULES TO
CREDIT AGREEMENT**

BY AND BETWEEN

**GENARTS, INC.,
a Delaware corporation**

and

**FIFTH THIRD BANK,
an Ohio banking corporation**

May 21, 2014

Schedule 1.1

Borrower Facilities

Leased Properties:

955 Massachusetts Avenue
Cambridge, Massachusetts 02139

Schedule 2.4(g)

SVB Accounts

None. All SVB accounts have been closed.

Schedule 3.1

Jurisdictions of Qualification

Entity	Jurisdiction of Organization	Other Qualifications
GenArts, Inc.	Delaware	Massachusetts
GenArts UK Ltd	England and Wales	
SpeedSix Software Limited	England and Wales	

Schedule 3.3

Litigation

None.

Schedule 3.5

Material Agreements

Restricted Stock Agreement between GenArts, Inc. and Katherine Hays dated August 4, 2010

Shareholders Rights Agreement dated February 28, 2008 between GenArts, Inc, Co-Investors and Key Holders, as amended

Piggyback Registration Rights Agreement dated February 28, 2008 between GenArts, Inc., the Founder, and Shareholders, as amended

Software License, Bundling and Distribution Agreement dated as of December 8, 2010, by and between Avid Technology, Inc. and GenArts, Inc.

Strategic Alliance Agreement dated as of February 12, 2010 by and between GenArts, Inc. and the Foundry Visionmongers Ltd.

Schedule 3.6

Licenses, Trademarks and Patents

Trademarks:

<u>Trademark</u>	<u>Reg. Number</u>	<u>Serial #</u>	<u>Date</u>	<u>If Foreign Trademark, What Country?</u>	<u>COMPANY/ Subsidiary</u>
Registered					
GENARTS	2,542,904	#76-235,911	2/26/2002	N/A	GenArts, Inc.
GENARTS	002248284		4/7/2004	EU	GenArts, Inc.
SAPPHIRE PLUG-INS	3,030,966	#76-235,912	12/20/2005	N/A	GenArts, Inc.
SAPPHIRE PLUG-INS	002248862		10/16/2002	EU	GenArts, Inc.
TINDER	2303415		6/21/2002	UK	GenArts, Inc.
TINDERBOX	2303416		6/21/2002	UK	GenArts, Inc.
VIVOOM	4,367,916	#85-784,084	4/30/13	N/A	GenArts, Inc.
Unregistered					
Sapphire	N/A				GenArts, Inc.
Sapphire Edge	N/A				GenArts, Inc.
Sapphire Accents	N/A				GenArts, Inc.
Sapphire Creator	N/A				GenArts, Inc.
SpeedSix	N/A				GenArts, Inc.
Monsters	N/A				GenArts, Inc.
Monsters GT	N/A				GenArts, Inc.

<u>Trademark</u>	<u>Reg. Number</u>	<u>Serial #</u>	<u>Date</u>	<u>If Foreign Trademark, What Country?</u>	<u>COMPANY/ Subsidiary</u>
Raptors	N/A				GenArts, Inc.
particlellusion	N/A				GenArts, Inc.
Wondertouch	N/A				GenArts, Inc.
Tinder	N/A				GenArts, Inc.
Tinderbox	N/A				GenArts, Inc.
Bring your Story to Life	N/A				GenArts, Inc.
Vivoom - Life Its Better In Video	N/A				GenArts, Inc.
GenArts FX Central	N/A				GenArts Inc.
FX Central	N/A				GenArts, Inc.

Patents:

<u>Patent Title</u>	<u>Patent Number</u>	<u>Application Date</u>	<u>Inventor</u>	<u>If Foreign Patent What Country?</u>	<u>COMPANY/ Subsidiary</u>
Granted					
Sharing of presets for visual effects or other computer-implemented effects	8,412,729	4/2/13	Karl Sims Gary Oberbrunner, Katherine Hays		GenArts, Inc.
Sharing of presets for visual effects or other computer-implemented effects	8,667,016	3/4/14	Karl Sims Gary Oberbrunner, Katherine Hays		GenArts, Inc.

<u>Patent Title</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Inventor</u>	<u>If Foreign Patent, What Country?</u>	<u>COMPANY/ Subsidiary</u>
In Review					
Network-based rendering and steering of visual effects	61/545,330	Filed – 10/11/11	Gary Oberbrunner, Katherine Hays David Sturman		GenArts, Inc
Network-based rendering and steering of visual effects	PCT/US20 12/059572	Filed – 3/20/14	Gary Oberbrunner, Katherine Hays David Sturma	EU	GenArts, Inc
Network-based rendering and steering of visual effects	PCT/US20 12/059572	Filed – 4/9/14	Gary Oberbrunner, Katherine Hays David Sturman	Japan	GenArts, Inc
Provisionally Filed					
Location-based Effects and Ad Placement for User-Generated Media	61/979,320	Filed 4/14/14	Gary Oberbrunner, Katherine Hays		GenArts, Inc.

Copyrights:

None.

Copyrights Pending

None.

Licenses:

<u>Description of License Agreement</u>	<u>COMPANY/Subsidiary</u>
Avid Technologies, Inc. Bundling and Distribution Agreement, dated December 8, 2010	GenArts, Inc.
Strategic Alliance Agreement dated as of April 24, 2009 by and between LucasFilm Ltd. and GenArts, Inc.	

<u>Description of License Agreement</u>	<u>COMPANY/Subsidiary</u>
The Foundry Visionmongers Ltd Strategic Alliance, dated February 4, 2010	GenArts, Inc.
Patent License Agreement, dated 2008 (licensing U.S. patent application serial number 6,734,916 from Karl Sims)	GenArts, Inc.
Software License and Sublicensing Agreement Between GenArts, Inc. and Reprise Software, Inc. dated June 30, 2008	GenArts, Inc.

Domain Names: (alpha listed)

digitalcanvas.co
 enveevideo.com
 envyvideo.com
 fxcentral.tv
 genarts.com
 genarts.net
 genarts.org
 genarts.xxx
 govivoom.com
 kudoclip.com
 kudoclips.com
 kudoklip.com
 kudoklips.com
 particleillusion.com
 sapphireplugins.com
 sapphire-plugins.com
 sharebetter.net
 speedsix.com
 test-genarts.com
 vivm.co
 vivm.it
 vivoom.co
 vivoom.net
 vivoom.se
 vivoomapp.co.uk
 vivoomapp.com
 wondertouch.com
 wondertouch.net

Infringement/Litigation:

None

Schedule 3.9

Liens

None.

Schedule 3.10
Material Agreement Defaults

None.

Schedule 3.11
Environmental

None.

Schedule 3.12(a)

Officers, Directors and Affiliates

Officers:

GenArts, Inc.

Name	Title(s)
Katherine Hays	President and Chief Executive Officer
George Finnegan	VP of Finance/Controller, Secretary and Treasurer

GenArts UK Ltd

Name	Title(s)
Katherine Hays	President and Secretary

SpeedSix Software Limited

Name	Title(s)
Katherine Hays	President
George Finnegan	Secretary

Board of Directors:

GenArts, Inc.

Katherine Hays
Karl Sims
Nikitas Koutoupes
Amir Malin

GenArts UK Ltd

Katherine Hays

SpeedSix Software Limited

Katherine Hays

Affiliates:

Insight Ventures Partners VI, L.P.

Insight Venture Partners VI (Co-Investors), L.P.

Insight Venture Partners Cayman VI, L.P.

Karl Sims

Nikitas Koutoupes

Amir Malin

Karl Sims Family Trust

GenArts, Inc.

GenArts UK Ltd

SpeedSix Software Limited

See list of shareholders in Exhibit 3.14 attached

Schedule 3.13

ERISA

Violations:

None.

Pension Plans:

GenArts, Inc. Retirement Plan

Schedule 3.14

Capitalization

GenArts, Inc.
December 31, 2013
Equity Schedule

Stockholder	Preferred Series A1		Preferred Series A		Common		Total Shares			Ownership %		Fully Diluted Ownership %		
	Voting	Non-Voting	Voting	Non-Voting	Voting	Non-Voting	Voting	Non-Voting	Total	Voting	Non-Voting		Total	
Zell Sims	2,894	14,468	47,882	0	1,911,370	0	590,124	0	1,400,608	21.8%	10.0%	1,422,432	11.7%	
AS Family Trust	0	0	0	0	1,150,000	0	0	0	1,150,000	0.0%	8.9%	1,150,000	7.1%	
Insight Venture Partners VI	228,991	1,194,965	2,773,959	0	6,915,674	0	2,884,887	0	6,908,825	56.9%	48.1%	8,289,627	47.1%	
Insight Venture Partners VI Cayman	71,958	359,655	431,613	0	1,310,448	0	484,837	0	2,170,133	17.9%	13.4%	2,654,180	14.8%	
Insight Venture Partners VI Co-Investors	15,308	66,533	79,841	0	401,879	0	89,288	0	461,437	3.9%	2.9%	481,720	2.7%	
Michaelis, Inc.	1,158	5,787	6,945	0	0	1,753,437	1,158	1,753,437	1,158	1,759,224	0.0%	12.3%	1,760,382	10.0%
Sony CyberSource	0	0	0	0	0	10,000	0	10,000	10,000	10,000	0.0%	0.1%	10,000	0.1%
Greenleaf Jobs	0	0	0	0	10,000	10,000	0	10,000	10,000	10,000	0.0%	0.1%	10,000	0.1%
Zeus Energy	0	0	0	0	10,000	10,000	0	10,000	10,000	10,000	0.0%	0.1%	10,000	0.1%
Rock Chazzard	0	0	0	0	10,000	10,000	0	10,000	10,000	10,000	0.0%	0.1%	10,000	0.1%
Riley Knight	0	0	0	0	10,000	10,000	0	10,000	10,000	10,000	0.0%	0.1%	10,000	0.1%
Partnership Corporation	0	0	0	0	0	5,392	0	5,392	5,392	5,392	0.0%	0.0%	5,392	0.0%
Looney Creek	0	0	0	0	19,471	19,471	0	19,471	19,471	19,471	0.0%	0.1%	19,471	0.1%
Wolpe Paris	0	0	0	0	24,714	24,714	0	24,714	24,714	24,714	0.0%	0.2%	24,714	0.1%
Tough Pione	0	0	0	0	5,242	5,242	0	5,242	5,242	5,242	0.0%	0.0%	5,242	0.0%
M&B DCCore	0	0	0	0	3,875	3,875	0	3,875	3,875	3,875	0.0%	0.0%	3,875	0.0%
Maureen Herlihy	0	0	0	0	2,375	2,375	0	2,375	2,375	2,375	0.0%	0.0%	2,375	0.0%
David Becker	0	0	0	0	47,737	47,737	0	47,737	47,737	47,737	0.0%	0.3%	47,737	0.3%
Corwin Jobs	0	0	0	0	14,379	14,379	0	14,379	14,379	14,379	0.0%	0.1%	14,379	0.1%
Elizabeth Rosh	0	0	0	0	5,082	5,082	0	5,082	5,082	5,082	0.0%	0.0%	5,082	0.0%
Robert Shareholders	1,158	5,787	6,945	0	0	1,753,437	1,158	1,753,437	1,937,592	0.0%	13.8%	1,938,660	11.8%	
Total Before Treasury Stock	318,289	1,591,435	1,909,724	2,108,910	10,544,550	12,653,460	2,427,198	14,057,700	16,484,899	100.0%	100.0%	16,484,899	100.0%	
<i>Less Treasury Stock</i>														
Total Shares Issued	318,289	1,591,435	1,909,724	2,108,910	10,544,550	12,653,460	2,427,198	14,057,700	16,484,899	100.0%	100.0%	16,484,899	100.0%	
Options Outstanding														
Options Available														
Add back Treasury Stock														
Total - Fully Diluted	318,289	1,591,435	1,909,724	2,108,910	10,544,550	12,653,460	2,427,198	14,057,700	16,484,899	100.0%	100.0%	16,484,899	100.0%	

Borrower may grant awards of options, restricted stock, restricted stock unit or other awards from time to time pursuant to its 2008 Equity Incentive Plan.

GenArts, Inc
December 31, 2013

Stock Options and Restricted Stock Outstanding

Stock Options										Restricted Stock			
Employee	Grant Date	Vesting Date	Exercise Price	Balance Outstanding	Expire Date	Person	Grant Date	Vesting Date	Granted	Exercise Price			
Supnik, Laura	07/15/09	05/19/09	\$0.12	3,595	05/19/18	Katherine Miller	8/4/2010	8/2/2008	878,530	\$0.16			
Oberbrunner, Gary	07/15/09	05/08/09	\$0.12	421,368	09/07/18	Katherine Miller	8/4/2010	1/1/2010	175,705	\$0.16			
Rasmussen, Frederik	07/15/09	09/08/09	\$0.12	7,189	05/07/18	Katherine Hays	8/8/2012	1/1/2012	898,202	\$1.39			
Weston, Nathan	07/15/09	05/08/09	\$0.12	43,137	08/07/18				1,753,487				
Lawrence, Alan	02/23/10	09/01/10	\$0.16	20,000	02/22/20								
Rasmussen, Frederik	02/23/10	02/23/11	\$0.16	3,595	02/22/20								
Bash, Steven	03/01/11	05/10/11	\$0.23	6,000	03/01/21								
Herrahan, Meredith	03/01/11	12/27/11	\$0.23	126,000	03/01/21								
Weston, Nathan	03/01/11	03/01/12	\$0.23	2,500	03/01/21								
Ogrodnik, Molly	03/01/11	12/01/11	\$0.23	750	03/01/21								
Main, Amir	03/01/11	01/01/12	\$0.23	84,000	03/01/21								
Wong, Amy	10/26/11	02/07/12	\$2.15	1,000	10/25/21								
Tran, Linh	10/26/11	06/01/12	\$2.15	2,500	10/25/21								
Nassar, Nicholas	10/26/11	08/01/12	\$2.15	5,000	10/25/21								
Brudeau, Michael	10/26/11	10/26/12	\$2.15	2,800	10/25/21								
Iacona, John	10/26/11	05/16/12	\$2.15	3,000	10/25/21								
Oberbrunner, Gary	08/08/12	01/01/12	\$1.39	84,016	08/07/22								
Rasmussen, Frederik	08/08/12	01/01/12	\$1.39	16,803	08/07/22								
Delgado, Mark-Anthony	08/05/13	09/01/13	\$0.63	3,695	08/04/23								
Finnegan, George	08/05/13	03/04/14	\$0.63	\$1,361	08/04/23								
McGuire, Jeremy	08/05/13	04/02/13	\$0.63	2,000	08/04/23								
Rasmussen, Frederik	08/05/13	08/05/14	\$0.63	7,413	08/04/23								
Rodrigues, Nicholas	08/05/13	08/05/14	\$0.63	500	08/04/23								
Sydney, Andrea	08/05/13	01/01/14	\$0.63	3,595	08/04/23								
Tran, Linh	08/05/13	08/05/14	\$0.63	1,500	08/04/23								
				902,917									

Owner	Issuer	Class of Capital Stock	Certificate No.	No. of Shares Owned
GenArts, Inc.	GenArts UK Ltd	Ordinary	N/A	159,250
GenArts, Inc.	GenArts UK Ltd	Ordinary	3	295,750
GenArts UK Ltd	SpeedSix Software Limited	Ordinary	1	2,500
GenArts UK Ltd	SpeedSix Software Limited	Ordinary	2	2,500
GenArts UK Ltd	SpeedSix Software Limited	Ordinary	3	2,500
GenArts UK Ltd	SpeedSix Software Limited	Ordinary	4	2,500

Schedule 5.1

Indebtedness

Intercompany Loan Agreement, by and among GenArts, UK Ltd and GenArts, Inc., dated January 19, 2009.

Schedule 5.8

Affiliate Transactions

Intercompany Loan Agreement, by and among GenArts, UK Ltd and GenArts, Inc., dated January 19, 2009.

Development Agreement between GenArts, Inc. and SpeedSix Software Ltd. dated January 1, 2013.

Schedule 5.9

Investments

Subsidiaries:

Owner	Issuer	Class of Capital Stock	No. of Shares Owned
GenArts, Inc.	GenArts UK Ltd	Ordinary	455,000
GenArts UK Ltd.	SpeedSix Software Limited	Ordinary	10,000

Other:

Intercompany Loan Agreement, by and among GenArts, UK Ltd and GenArts, Inc., dated January 19, 2009.

Secured Non-Recourse Promissory Note and Pledge Agreement, by and between Borrower (as "Holder") and Katherine Hays (as "Maker"), dated August 16, 2012, in the principal amount of \$405,764.40. Current balance with accrued interest is \$443,014.

EXHIBIT B

EXHIBITS TO SECURITY AGREEMENT

[See Attached]

EXHIBIT A

I. Borrower's Organizational Identification Number in the State of Delaware:

4508934

II. Borrower's Federal Tax Identification Number:

04-3307901

III. Borrower's Chief Executive Office and Mailing Address:

955 Massachusetts Avenue
Cambridge, Massachusetts 02139

IV. Borrower's Offices or Locations Where any Collateral is Located:

	Facility	Address
1.	Company offices	955 Massachusetts Avenue Cambridge, Massachusetts 02139
2.	Employee home office	25 Park Street Keene, NH 03431
3.	Employee home office	5 Lyons Mall #1643 Basking Ridge, NJ 07920
4.	Employee home office	906 Dinard Drive Manchester, MO 63021
5.	Employee home office	11 Heywood St Worcester, MA 01604
6.	Employee home office	24 Porter Place Montclair, NJ 07042
7.	Employee home office	13 Garden Place Flemington, NJ 08822
8.	Employee home office	17 Surbiton Road Stockton-on-Tees UK TS18 5PZ

V. Trade Names, Assumed Names and Fictitious Names:

A. Currently in Use:

GENARTS

SAPPHIRE PLUG-INS TINDER

TINDERBOX

Vivoom

Unregistered

Sapphire

Sapphire Edge

Sapphire Accents

Sapphire Creator

SpeedSix

Monsters GT

Raptors

particleIllusion

Wondertouch

Tinder

Tinderbox

Bring your Story to Life

Vivoom - Life Its Better In Video

GenArts FX Central

FX Central

B. Used During Last Five Years but not Currently in Use:

None.

VI. Assets Acquired in Bulk Transfer:

None.

Exhibit to Security Agreement

EXHIBIT B

Commercial Tort Claims:

None.

Investment Property:

Owner	Issuer	Class of Capital Stock	Certificate No. (Pledged Shares)	No. of Shares Owned	No. of Shares Pledged	Percentage Pledged
GenArts, Inc.	GenArts UK Ltd	Ordinary	3	455,000	295,750	65%

Intercompany Loan Agreement, by and among GenArts, UK Ltd (Borrower) and GenArts, Inc. (Lender), dated January 19, 2009.

Electronic Chattel Paper:

None.

Instruments (including Promissory Notes):

None.

Deposit Accounts:

Fifth Third Bank
222 S. Riverside Plaza, Suite 300
Chicago, IL 60606

Checking Account: 07025967733

George Finnegan
Katherine Hays

GBP Checking Account: 13059952

George Finnegan
Katherine Hays

Inactive Accounts: 13070352
13070360
13070379

Inactive Accounts: 58173417
01409204

Exhibit to Security Agreement

Letters of Credit:

None.

EXHIBIT C

SCHEDULES TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

[See Attached]

SCHEDULE A
COPYRIGHT COLLATERAL

Registered Copyrights

None.

Pending Copyright Applications

None.

Schedule A to IP Security Agreement

SCHEDULE B

PATENT COLLATERAL

Registered Patents

<u>Country</u>	<u>Patent No.</u>	<u>Title</u>	<u>Owner(s) of Record</u>
USA	8,412,729	Sharing of presets for visual effects or other computer-implemented effects	GenArts, Inc.
USA	8,667,016	Sharing of presets for visual effects or other computer-implemented effects	GenArts, Inc.

Pending Patent Applications

<u>Country</u>	<u>Application No.</u>	<u>Title</u>	<u>Owner(s) of Record</u>
USA	61/545,330	Network-based rendering and steering of visual effects	GenArts, Inc.
EU	PCT/US2012/059572	Network-based rendering and steering of visual effects	GenArts, Inc.
Japan	PCT/US2012/059572	Network-based rendering and steering of visual effects	GenArts, Inc.

Provisional Patent Applications

<u>Country</u>	<u>Application No.</u>	<u>Title</u>	<u>Owner(s) of Record</u>
USA	61/979,320	Location-based Effects and Ad Placement for User-Generated Media	GenArts, Inc.

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

Trademarks:

<u>Trademark</u>	<u>Owner</u>	<u>Country</u>	<u>Reg. Number</u>
GENARTS	GenArts, Inc.	USA	2,542,904
SAPPHIRE PLUG-INS	GenArts, Inc.	USA	3,030,966
TINDER	GenArts, Inc.	UK	2303415
TINDERBOX	GenArts, Inc.	UK	2303416
GENARTS	GenArts, Inc.	EU	002248284
SAPPHIRE PLUG-INS	GenArts, Inc.	EU	002248862
Vivoom	GenArts, Inc.	USA	4,367,916

Pending Trademark Applications

None

Unregistered Trademarks

Sapphire

Sapphire Edge

Sapphire Accents

Sapphire Creator

SpeedSix

Monsters

Monsters GT

Schedule C to IP Security Agreement

Raptors

particleIllusion

Wondertouch

Tinder

Tinderbox

Bring your Story to
Life

Vivoom - Life Its
Better In Video

GenArts FX Central

FX Central

Schedule C to IP Security Agreement

TRADEMARK
REEL: 005297 FRAME: 0310

SCHEDULE D
DOMAIN NAMES

digitalcanvas.co
enveevideo.com
envyvideo.com
fxcentral.tv
genarts.com
genarts.net
genarts.org
genarts.xxx
govivoom.com
kudoclip.com
kudoclips.com
kudoklip.com
kudoklips.com
particleillusion.com
sapphireplugins.com
sapphire-plugins.com
sharebetter.net
speedsix.com
test-genarts.com
vivm.co
vivm.it
vivoom.co
vivoom.net
vivoom.se
vivoomapp.co.uk
vivoomapp.com
wondertouch.com
wondertouch.net

SCHEDULE E

INTELLECTUAL PROPERTY LICENSES

Strategic Alliance Agreement dated as of April 24, 2009 by and between LucasFilm Ltd. and GenArts, Inc.

Software License, Bundling and Distribution Agreement dated as of December 8, 2010, by and between Avid Technology, Inc. and GenArts, Inc.

Strategic Alliance Agreement dated as of February 12, 2010 by and between GenArts, Inc. and the Foundry Visionmongers Ltd.

Patent License Agreement, dated 2008 (licensing U.S. patent application serial number 6,734,916 from Karl Sims)

Software License and Sublicensing Agreement Between GenArts, Inc. and Reprise Software, Inc. dated June 30, 2008