

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
61 Solutions, Inc.		06/04/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	41 Lothbury		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2R 7HF		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85760980	ARTMUSE	
Serial Number:	86003475	MISCHIEF	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F150185		
NAME OF SUBMITTER:	Laura A. Kenerson		
SIGNATURE:	/Laura A. Kenerson/		
DATE SIGNED:	06/09/2014		
Total Attachments: 5			
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TRADEMARK			

OP \$65.00 85760980

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of 4 JUN, 2014 by and between the Grantors listed on the signature page hereto (collectively, the "*Grantor*") and SILICON VALLEY BANK, as Lender (in such capacity, the "*SVB*").

RECITALS

A. SVB has agreed to make certain advances of money and to extend certain financial accommodations (the "*Loans*") to Grantor and certain affiliates of Grantor in the amounts and manner set forth in that certain Multicurrency Term and Revolving Facilities Agreement, dated as of March 14, 2011 as amended and restated on 17 September 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Facilities Agreement*"), by and among **THE FOUNDRY MIDCO NO 2 LIMITED** ("*Parent*"), **THE FOUNDRY BIDCO LIMITED** ("*Company*"), the Grantors, the other parties listed on Schedule 1 to the Facilities Agreement and SVB. Unless otherwise defined herein, capitalized terms shall have the respective meanings given to such terms in the Collateral Agreement (as defined herein).

B. In consideration of the agreement by SVB to make the Loans under the Facilities Agreement, the Grantor has entered into an Assumption Agreement pursuant to which the Grantor has become party to that Collateral Agreement in favor of SVB, dated as of September 17, 2012 (as the same may be amended, modified or supplemented from time to time, the "*Collateral Agreement*").

C. Pursuant to the terms of the Collateral Agreement, Grantor has granted to SVB a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Secured Obligations under the Facilities Agreement and Finance Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Secured Obligations under the Facilities Agreement and the Collateral Agreement, Grantor grants and pledges to SVB a security interest in all of such Grantor's right, title and interest in, to and under its Collateral constituting Intellectual Property (including without limitation the Trademarks listed at Exhibit A hereto), and 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), 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.

This security interest is granted in conjunction with the security interest granted to SVB under the Collateral Agreement. The rights and remedies of SVB with respect to the security interest granted hereby are not intended to be greater than those set forth in the Collateral Agreement and shall not be deemed to modify or expand and right, title or interest

of SVB under the Collateral Agreement. Each right, power and remedy of SVB provided for herein or in the Collateral Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by SVB of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement and the Collateral Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including SVB, of any or all other rights, powers or remedies. In the event of any conflict between the terms of this Intellectual Property Security Interest and those of the Collateral Agreement, the terms of the Collateral Agreement shall control.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of Page Left Intentionally Blank]

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.

GRANTOR:

Address of Grantor:

61SOLUTIONS, INC.

c/o The Foundry
5 Golden Square
London, W1F 9HT, England

By: W B Collins
Name: Buil Collins
Title: Director

LENDER:

Address of Bank:

SILICON VALLEY BANK

41 Lothbury
London EC2R 7HF

By: _____
Name: _____
Title: _____

[Signature page to Intellectual Property Security Agreement]

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.

GRANTOR:

Address of Grantor:

61SOLUTIONS, INC.

c/o The Foundry
5 Golden Square
London, W1F 9HT, England


By: _____
Name: _____
Title: _____

LENDER:

Address of Bank:

SILICON VALLEY BANK

41 Lothbury
London EC2R 7HF

By: 
Name: ALEX HARVEY
Title: VICE PRESIDENT

[Signature page to Intellectual Property Security Agreement]

EXHIBIT A

Trademarks

Country	Mark	Appln. No/ Filing Date	Reg. No. / Reg. Date	Owner
Australia	MISCHIEF	1599524 January 3, 2014	-	61Solutions, Inc.
Canada	MISCHIEF	1658345 January 3, 2014	-	61Solutions, Inc.
European Union	MISCHIEF	012476164 January 3, 2014	-	61Solutions, Inc.
United States	ARTMUSE	85-760,980 October 23, 2012	4,357,715	61Solutions, Inc.
United States	MISCHIEF	86/003,475 July 6, 2013	4,481,044	61Solutions, Inc.