

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM307687

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
61 Solutions, Inc.		06/04/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FMP Agency Services, LLC		
<b>Street Address:</b>	21 Custom House Street		
<b>Internal Address:</b>	10th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4357715	ARTMUSE	
<b>Registration Number:</b>	4481044	MISCHIEF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037607777		
<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>			
<b>Phone:</b>	7037607360		
<b>Email:</b>	trademark-dc@mofo.com		
<b>Correspondent Name:</b>	Hsiao-Ting Cheng		
<b>Address Line 1:</b>	1650 Tysons Boulevard		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	73699-1		
<b>NAME OF SUBMITTER:</b>	Geoffrey R. Peck		
<b>SIGNATURE:</b>	/Geoffrey R. Peck/		
<b>DATE SIGNED:</b>	06/16/2014		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of 4 June, 2014 by and between the Grantors listed on the signature page hereto (collectively, the "*Grantor*") and **FMP AGENCY SERVICES, LLC**, as security agent on behalf of the Noteholders under the terms of the Mezzanine Loan Note Instrument and the Intercreditor Agreement (each as defined below) (in such capacity, the "*Secured Party*").

### RECITALS

A. Pursuant to the terms of the Mezzanine Loan Note Instrument (as defined in the Collateral Agreement defined below), The Foundry Mideo No 2 Limited (formerly Flintstone Mideo No 2 Limited) (the "*Company*") constituted and issued to the Noteholders (as defined in the Mezzanine Loan Note Instrument (as defined in the Collateral Agreement)) US\$19,956,809 of secured loan notes due 2016 and constituted and agreed to issue to the Note holders an unlimited number of secured payment in kind notes due 2016.

B. Unless otherwise defined herein, capitalized terms shall have the respective meanings given to such terms in the Collateral Agreement.

C. In accordance with the provisions of the Mezzanine Loan Note Instrument, the Grantor has entered into an Assumption Agreement to that certain Collateral Agreement in favor of the Secured Party, dated as of September 17, 2012 (as the same may be amended, modified or supplemented from time to time, the "*Collateral Agreement*").

D. Pursuant to the terms of the Collateral Agreement, Grantor has granted to the Secured Party (as agent for the Noteholders) 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 Mezzanine Loan Note Instrument, the Notes and Finance Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its Secured Obligations under the Mezzanine Loan Note Instrument, the Notes, the Finance Documents and the Collateral Agreement, Grantor grants and pledges to Secured Party 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 the Secured Party under the Collateral Agreement. The rights and remedies of the Secured Party 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 any right, title or interest of the Secured Party under the Collateral Agreement. Each right, power and remedy of the Secured Party 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 the Secured Party 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 the Secured Party, of any or all other rights, powers or remedies. In the event of any conflict between the terms of this Intellectual Property Security Agreement and those of the Collateral Agreement, the terms of the Collateral Agreement shall control.

The lien and security interest granted to the Secured Party as security agent on behalf of the Noteholders pursuant to this Intellectual Property Security Agreement and the exercise of any right or remedy by the Secured Party hereunder are subject to the provisions of the Intercreditor Agreement (as defined in the Collateral Agreement). Anything herein to the contrary notwithstanding, if Grantor is required to deliver possession of Collateral to the Secured Party prior to the Senior Discharge Date (as defined in the Intercreditor Agreement), the Grantor will be deemed to have satisfied such obligation if Grantor has delivered such Collateral to the Senior Lender pursuant to the Senior Finance Documents (each as defined in the Collateral Agreement).

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: Bill Collins  
Title: Director

SECURED PARTY:

Address of Secured Party:

FMP AGENCY SERVICES, LLC

21 Custom House Street  
10th Floor  
Boston  
Massachusetts 02110  
USA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature page to FMP 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: \_\_\_\_\_

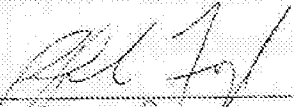
Title: \_\_\_\_\_

SECURED PARTY:

Address of Secured Party:

FMP AGENCY SERVICES, LLC

21 Custom House Street  
10th Floor  
Boston  
Massachusetts 02110  
USA

By: 

Name: Robert Foss

Title: Vice President

[Signature page to FMP Intellectual Property Security Agreement]

EXHIBIT A

Trademarks

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

