

RE 900296584 MLO 08-07-14

TRADEMARK ASSIGNMENT COVER SHEET

08/07/2014

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312210



103668517

SUBMISSION TYPE:

NATURE OF CONVEYANCE:

RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------|----------|----------------|-----------------------|
| GenArts, Inc. | | 07/29/2014 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------|-----------------------|
| Name: | Vivoom, Inc. |
| Doing Business As: | Vivoom, Inc. |
| Street Address: | 160 Greentree Drive |
| Internal Address: | Suite 101 |
| City: | Dover |
| State/Country: | DELAWARE |
| Postal Code: | 19904 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 4367916 | VIVOOM |

CORRESPONDENCE DATA

Fax Number:

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.

Email: bsuprise@goodwinprocter.com, VEIman@goodwinprocter.com, MJuel@goodwinprocter.com

Correspondent Name: GOODWIN PROCTER LLP

Address Line 1: 53 STATE STREET

Address Line 4: BOSTON, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:

125325-194088

NAME OF SUBMITTER:

Megan F. Juel

SIGNATURE:

/Megan F. Juel/

DATE SIGNED:

07/29/2014

Total Attachments: 5

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TRADEMARK

REEL: 005341 FRAME: 0931

TERMINATION AND RELEASE OF SECURITY INTEREST IN CERTAIN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN CERTAIN INTELLECTUAL PROPERTY (the "Release") is made this 29th day of July, 2014 (the "Release Date") by Fifth Third Bank, an Ohio banking corporation (the "Secured Party"), for the benefit of GenArts, Inc., a Delaware corporation (the "Debtor").

WHEREAS, the Debtor has entered into that certain Credit Agreement, dated as of October 20, 2011 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, the Debtor has entered into that certain Intellectual Property Security Agreement, dated as of October 20, 2011 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), pursuant to which the Debtor granted to the Secured Party security interests and liens in and to certain assets of the Debtor.

WHEREAS, the Debtor is entering into that certain Asset Transfer Agreement on or about the date hereof with Vivoom, Inc. ("Vivoom") pursuant to which the Debtor has agreed to transfer to Vivoom certain intellectual property assets consisting of: (a) the registered and unregistered trademarks described on Exhibit A attached hereto and made a part hereof, and including the common law rights related to, and goodwill of the business solely associated with the foregoing (the "Released Marks"), (b) the U.S. and foreign patents and patent applications set forth on Exhibit B attached hereto and made a part hereof, including divisions, continuations, reissues, extensions and continuations in part of same (the "Released Patents"), including, in each Released Mark and Released Patent, (i) any and all claims and causes of action for past, present or future infringement with respect thereto, with the right, but not the obligation, to sue for and collect damages for infringement with respect thereto, (ii) all income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use, (iii) any and all amendments, renewals, extensions, reissues and replacements with respect thereto, and (iii) all rights directly corresponding thereto throughout the world and all other rights of any kind whatsoever of the Debtor directly accruing thereunder or directly pertaining thereto (collectively, the "Released Intellectual Property");

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office (the "USPTO") notices of security interests in the Released Intellectual Property; and

WHEREAS, the Debtor has requested that the Secured Party release its security interest in the Released Intellectual Property.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests with respect to the Released Intellectual Property granted by the Debtor under the Security Agreement; provided, however, nothing herein contained shall in any way impair, alter or diminish Secured Party's security interest in and lien on any other intellectual property or other assets of Debtor not hereby released, or any of the rights and remedies of Secured Party with respect thereto.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.

3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

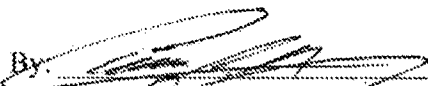
4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement and/or the Security Agreement, as applicable.

[Signature pages follow]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

SECURED PARTY

FIFTH THIRD BANK

By: 
Name: Cameron K. Mug
Title: Officer

[Signature Page to Termination and Release of Security Interest in Certain Intellectual Property]

EXHIBIT A

Registered Trademarks

| Trademark | Serial No. | Filing Date | Registration No. | Registration Date | Owner |
|------------------|-------------------|--------------------|-------------------------|--------------------------|---------------|
| VIVOOM | #85-784,084 | November 20, 2012 | 4.367.916 | July 16, 2013 | GenArts, Inc. |

Unregistered Trademarks

| Trademark |
|------------------------------------|
| Bring your Story to Life |
| Vivoom – Life It's Better in Video |

EXHIBIT B

U.S. Patents

| <u>Patent Number</u> | <u>Issue Date</u> | <u>Application Date</u> | <u>Title</u> | <u>Inventor</u> | <u>Current Owner</u> |
|----------------------|-------------------|-------------------------|---|---|----------------------|
| 8,667,016 | Mar 4, 2014 | Apr 1, 2013 | Sharing of presets for visual effects or other computer-implemented effects | Karl Sims, Gary Oberbrunner, Katherine Hays | GenArts, Inc. |
| 61/545,330 | | October 10, 2011 | Method for network-based rendering and steering of visual effects | Gary Oberbrunner, Katherine Hays, David Sturman | GenArts, Inc. |
| 61/979,320 | | April 14, 2014 | Location-based Effects and Ad Placement for User-Generated Media | | GenArts, Inc. |

Foreign Patents

| <u>Patent Number</u> | <u>Issue Date</u> | <u>Application Date</u> | <u>Title</u> | <u>Inventor</u> | <u>Current Owner</u> |
|----------------------|-------------------|-------------------------|--|---|----------------------|
| PCT/US2012/059572 | | | Network-based rendering and steering of visual effects | Gary Oberbrunner, Katherine Hays, David Sturman | GenArts, Inc. |

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