

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314072

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARCISOFT, INC.		08/07/2014	CORPORATION: CALIFORNIA
MULTIMEDIA IMAGE SOLUTION LIMITED		08/07/2014	COMPANY: IRELAND
ARCISOFT (HANGZHOU) MULTIMEDIA TECHNOLOGY CO., LTD.		08/07/2014	COMPANY: CHINA
ARCISOFT (SHANGHAI) TECHNOLOGY CO., LTD.		08/07/2014	COMPANY: CHINA
ARCISOFT HANGZHOU CO., LTD.		08/07/2014	COMPANY: CHINA
RECEIVING PARTY DATA			
Name:	EAST WEST BANK		
Street Address:	2350 MISSION COLLEGE BLVD., SUITE 988		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Registration Number:	4505393	MASQUER	
Registration Number:	4557502	SIMPLICAM	
Registration Number:	4516284	PHOTOATELIER	
Registration Number:	4516235	ARCVIDEO	
Registration Number:	4426767	CAMERA HAWK	
Registration Number:	4426765	S	
Registration Number:	4426657	CAMERA365	
Registration Number:	4362467	MAGIC-CUT	
Registration Number:	4377759	ARCNOTE	
Registration Number:	4334216	SHOWBIZ	
Registration Number:	4415845	SHOWBIZAIR	
Registration Number:	4265857	W	
Registration Number:	4269834	PORTRAIT+ TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	4269828	LINK+
Registration Number:	4377373	OFFICE+
Registration Number:	4437170	ARCSOFT PHOTO+
Registration Number:	4262638	WHIP
Registration Number:	4125648	PERFECT365
Registration Number:	4169330	PERFECT365
Registration Number:	4100267	FAMILY PAINT
Registration Number:	4155386	ARCSOFT SYSTEMSAVE
Registration Number:	3935789	SIM3D
Registration Number:	3891439	SIM3D
Registration Number:	2920114	ARCSOFT DVD SLIDESHOW
Registration Number:	2860350	ARCSOFT PANORAMA MAKER
Registration Number:	3091316	ARCSOFT TOTALMEDIA
Registration Number:	3160087	ARCSOFT SHOWBIZ
Registration Number:	4342900	PHOTOJOURNI
Registration Number:	3796877	SIMHD
Registration Number:	3796563	SIMHD
Registration Number:	4268595	DJOURNI
Registration Number:	4039187	ARCSOFT WEBCAM SHARING MANAGER
Registration Number:	3854588	TOTALMEDIA THEATRE
Registration Number:	3854562	MEDIAIMPRESSION
Registration Number:	3628157	POWERMEDIA
Registration Number:	3430124	ARCSOFT PRINT CREATIONS
Registration Number:	3430120	ARCSOFT WEBCAM COMPANION
Registration Number:	3430119	ARCSOFT MEDIA CONVERTER
Registration Number:	3430118	ARCSOFT MAGIC I
Registration Number:	3430116	ARCSOFT PHOTOSTUDIO DARKROOM
Registration Number:	3430115	ARCSOFT MEDIAIMPRESSION
Registration Number:	2567316	ARCSOFT SHOWBIZ
Registration Number:	2525652	ARCSOFT PHOTOMONTAGE
Registration Number:	2334529	ARCSOFT PHOTOPRINTER
Registration Number:	2334477	ARCSOFT
Registration Number:	2334476	ARCSOFT
Registration Number:	2240334	PHOTOSTUDIO

CORRESPONDENCE DATA

Fax Number: 6506440520

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.

Phone: 6506483802

TRADEMARK

REEL: 005344 FRAME: 0310

Email: PATTY@PATTYCHENG.COM
Correspondent Name: PATTY CHENG
Address Line 1: 2625 MIDDLEFIELD RD., #215
Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER: 9-1001

NAME OF SUBMITTER: Patty Cheng

SIGNATURE: /s/ Patty Cheng

DATE SIGNED: 08/14/2014

Total Attachments: 17

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 7, 2014 by and between EAST WEST BANK ("Bank") and ARCISOFT, INC., a California corporation ("Borrower") and each of the undersigned affiliates of Borrower (each, a "Grantor" and together with Borrower, the "Grantors").

RECITALS

Borrower and Bank are parties to that certain Loan and Security Agreement of even date (as amended from time to time, the "Loan Agreement"). In connection therewith, Grantors have agreed to pledge its intellectual property as additional Collateral in accordance with the terms set forth herein and in the Loan Agreement. Capitalized terms used but not defined herein have the meaning assigned in the Loan Agreement.

NOW, THEREFORE, Grantors agrees as follows:

AGREEMENT

1. To secure performance of Borrower's obligations under the Loan Agreement, the Grantors pledge and grant to Bank a security interest in all of Grantors' right, title and interest in its intellectual property whether presently existing or hereafter acquired and wherever located, including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all cash and noncash proceeds, income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, rights to sue in the name of Grantors and/or in the name of Bank for past, present and future infringements thereof, rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits) (collectively, the "Pledged Collateral").

2. Grantors represents and warrants to and covenants with Bank that, for so long as any Obligations are owing to Bank: (a) the Pledged Collateral is owned by Grantors free and clear of any security interests, liens, encumbrances, options or other restrictions created by Grantors (other than Bank's lien); (b) Grantors have full power and authority to create a first priority lien on the Pledged Collateral in favor of Bank and no disability or contractual obligation exists that would prohibit Grantors from pledging the Pledged Collateral pursuant to this Agreement; (c) Grantors will not assign, create or permit to exist any other claim to, lien or encumbrance upon, or security interest in any of the Pledged Collateral (except for assignment of any Intellectual Property Collateral between Borrower and any Subsidiary, as may be permitted under and subject to the terms of the Loan Agreement); (d) the Pledged Collateral is not the subject of any present or threatened suit, action, arbitration, administrative or other proceeding, and Grantors know of no reasonable grounds for the institution of any such proceedings; and (e) Grantors shall not transfer, encumber, dispose of the Pledged Collateral except in accordance with the Loan Agreement.

3. Grantors authorize Bank to execute such documents and to take such actions as Bank deems appropriate to perfect the security interest granted hereunder. Grantors authorize Bank to amend, supplement and modify the exhibits attached hereto as appropriate to include reference to any right, title or interest in the Pledged Collateral acquired by Grantors after the date hereof, or to delete reference to any right, title or interest in any Intellectual Property in which Grantors no longer have any interest.

4. This security interest and the rights granted to Bank herein are in conjunction with the security interest granted to Bank in the Loan Agreement. Upon the occurrence and during the continuance of an Event of Default, Bank may, at its election, without notice of its election and without demand, do any one or more of the following, all of which are authorized by Grantors: (a) make such payments and do such acts as Bank considers necessary or reasonable to protect its security interest in the Collateral; (b) set off and apply to the Obligations any and all balances and deposits of Grantors held by Bank or indebtedness at any time owing to or for the credit or the account of Borrower held by Bank; (c) dispose of the Collateral by way of one or more contracts or transactions, for cash or on terms, in such manner and at such places (including Borrower's premises) as Bank determines is

TRADEMARK

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commercially reasonable, and apply any proceeds to the Obligations in whatever manner or order Bank deems appropriate; and (d) exercise any and all other rights and remedies available to Bank as provided under the California Uniform Commercial Code, by law, or in equity.

5. Grantors waive demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment and any other notices relating to the Obligations. Grantors agrees to defend, indemnify and hold harmless Bank and its officers, employees, and affiliates against all losses or expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following, or consequential to transactions between Bank and Grantors, under this Agreement (including without limitation reasonable attorneys' fees and expenses), except for losses caused by Bank's gross negligence or willful misconduct.

6. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of laws. Each of Grantors and Bank hereby submits to the exclusive jurisdiction of the state and federal courts located in the County of Santa Clara, State of California. GRANTORS AND BANK EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. If the jury waiver set forth in this section is not enforceable, then any dispute, controversy or claim arising out of or relating to this Agreement or any of the transactions contemplated herein shall be resolved by judicial reference pursuant to California Code of Civil Procedure Section 638 et seq before a mutually acceptable referee or, if Bank and Grantors cannot agree on a referee, then a referee appointed by the Presiding Judge of the California Superior Court for Santa Clara County, such referee in any case to sit without a jury. Either party in any case may exercise nonjudicial remedies under this Agreement.

7. This Agreement, including all covenants, representations and warranties made in this Agreement, shall continue in full force and effect until the indefeasible payment in full of all Obligations owing to Bank. This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties; provided, however, that neither this Agreement nor any rights or obligations hereunder may be assigned by Grantors without Bank's prior written consent.

8. Subject to Section 3, all amendments to this Agreement must be in a writing signed by both Grantors and Bank. Notwithstanding the foregoing, any Subsidiary or Affiliate of Borrower that executes and delivers a counterpart signature page to this Agreement shall become party to this Agreement as a Grantor hereunder pursuant to this section, without any further action on the part of the existing Grantors or Bank.

9. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.

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

BANK:

EAST WEST BANK

By: 

Name: Linda Lee

Title: VP & Relationship Manager

Address for Notices:

2350 Mission College Blvd., Suite 988
Santa Clara, CA 95054
Attn: Linda Lee

GRANTORS:

ARCSOFT, INC.

By: 

Name: Kirk Chang

Title: V.P. of Finance

Address:

46601 Fremont Blvd.
Fremont, CA 94538
Attn: Kirk Chang, VP of Finance

MULTIMEDIA IMAGE SOLUTION LIMITED,
an Irish company registered in Bermuda

By: 

Name: Xiaoyan Jin

Title: Director

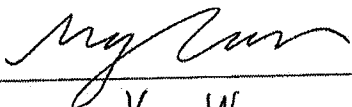
Address:

c/o Arcsoft, Inc.
46601 Fremont Blvd.
Fremont, CA 94538
Attn: Kirk Chang, VP of Finance

The undersigned, by it execution below, agrees to be bound by all of the terms set forth in this Intellectual Property Security Agreement as a Grantor hereunder.

GRANTORS:

ArcSoft (Hangzhou) Multimedia Technology Co., Ltd,
a company formed under the laws of China

By: 

Name: Yan Wen

Title: Director

Address:

c/o Arcsoft, Inc.
46601 Fremont Blvd.
Fremont, CA 94538
Attn: Kirk Chang, VP of Finance

The undersigned, by its execution below, agrees to be bound by all of the terms set forth in this Intellectual Property Security Agreement as a Grantor hereunder.

GRANTORS:

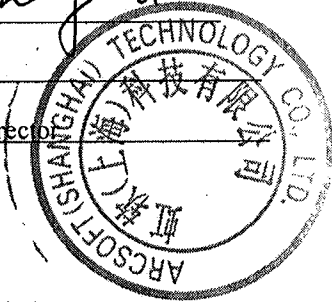
ArcSoft (Shanghai) Technology Co., Ltd.,
a company formed under the laws of China



By: Wendy Hao

Name: Wendy Hao

Title: Operation Director




Address:
c/o Arcsoft, Inc.
46601 Fremont Blvd.
Fremont, CA 94538
Attn: Kirk Chang, VP of Finance

The undersigned, by its execution below, agrees to be bound by all of the terms set forth in this Intellectual Property Security Agreement as a Grantor hereunder.

GRANTORS:

ArcSoft Hangzhou Co., Ltd.
a company formed under the laws of China

By: 

Name: Yan Wen

Title: Director

Address:

c/o Arcsoft, Inc.
46601 Fremont Blvd.
Fremont, CA 94538
Attn: Kirk Chang, VP of Finance

**EXHIBIT A
COPYRIGHTS**

<u>COPYRIGHTS Title</u>	<u>Registration Number</u>	<u>Date of Issuance</u>	<u>Owner</u>
ArcSoft PhotoBase 3.0	TXu-1-027-532	4/15/2002	ArcSoft, Inc.
ArcSoft ShowBiz 1.0	TXu-1-027-533	4/15/2002	ArcSoft, Inc.
ArcSoft	TXu-1-027-534	4/15/2002	ArcSoft, Inc.
VideoImpression 1.6			
ArcSoft DVD Solution	TXu-1-027-535	4/15/2002	ArcSoft, Inc.

**EXHIBIT B
PATENTS**

Table 1 – Granted Patent

Title of Invention	Patent No.	Status (Filed/Granted)	Filed in Which Country	Owner
Automated picture montage method and apparatus	6,549,679	Granted	US	ArcSoft, Inc.
Image matching using resolution pyramids with geometric constraints	6,785,427	Granted	US	ArcSoft, Inc.
Dynamic link	6,856,989	Granted	US	ArcSoft, Inc.
Graphic engine for handling sub-pixel regions in a resource- constrained device	6,876,366	Granted	US	ArcSoft, Inc.
Photomontage using multiple layer placement and color variation	6,895,127	Granted	US	ArcSoft, Inc.
Multiple image area detection in a digital image	6,898,316	Granted	US	ArcSoft, Inc.
Multi-standard audio player	6,946,982	Granted	US	ArcSoft, Inc.
Texture synthesis for repairing damaged images	7,012,624	Granted	US	ArcSoft, Inc.
3-D reconstruction engine	7,046,840	Granted	US	ArcSoft, Inc.
Smart masking tool for image processing	7,054,482	Granted	US	ArcSoft, Inc.
Video editing GUI with layer view	7,073,127	Granted	US	ArcSoft, Inc.
Shot boundary detection	7,123,769	Granted	US	ArcSoft, Inc.
Graphic engine for fill style transferring in a resource- constrained device	7,142,211	Granted	US	ArcSoft, Inc.
Graphic engine for rasterizing a straight edge in a resource- constrained device	7,161,597	Granted	US	ArcSoft, Inc.
Video stabilizer	7,221,776	Granted	US	ArcSoft, Inc.
Process and data structure for providing required resolution of data transmitted through a communications link of given bandwidth	7,248,262	Granted	US	ArcSoft, Inc.
Object extraction	7,254,268	Granted	US	ArcSoft, Inc.
Smart scan	7,277,579	Granted	US	ArcSoft, Inc.
Better picture for inexpensive cameras	7,280,706	Granted	US	ArcSoft, Inc.
Pattern classification and filter design for increasing image resolution	7,327,904	Granted	US	ArcSoft, Inc.
Edge based alignment algorithm	7,343,048	Granted	US	ArcSoft, Inc.
JPEG processing engine for low profile systems	7,391,913	Granted	US	ArcSoft, Inc.
Image warping correction in forming 360 degree panoramic images	7,400,782	Granted	US	ArcSoft, Inc.
Enhanced automatic red eye removal	7,403,654	Granted	US	ArcSoft, Inc.
Panoramic maker engine for a low profile system	7,409,105	Granted	US	ArcSoft, Inc.
Pseudo-frames for MPEG-2 encoding	7,428,339	Granted	US	ArcSoft, Inc.
Better picture for inexpensive cameras	7,444,035	Granted	US	ArcSoft, Inc.
Video auto enhancing algorithm	7,474,785	Granted	US	ArcSoft, Inc.
Red eye removal user interface for a portable device	7,483,068	Granted	US	ArcSoft, Inc.
Image retrieval	7,519,236	Granted	US	ArcSoft, Inc.
Better picture for inexpensive cameras	7,570,808	Granted	US	ArcSoft, Inc.
Facial feature detection on mobile devices	7,643,659	Granted	US	ArcSoft, Inc.
JPEG processing engine for low profile systems	7,668,385	Granted	US	ArcSoft, Inc.
Image deblur based on two images	7,680,354	Granted	US	ArcSoft, Inc.
Known face guided imaging method	7,693,301	Granted	US	ArcSoft, Inc.
Photomontage using multiple layer placement and color variation	7,711,183	Granted	US	ArcSoft, Inc.
Method for detecting facial expressions of a portrait photo by an image capturing electronic device	7,715,598	Granted	US	ArcSoft, Inc.
Edge based auto order supporting rotation algorithm	7,742,659	Granted	US	ArcSoft, Inc.

Method for driving virtual facial expressions by automatically detecting facial expressions of a face image	7,751,599	Granted	US	ArcSoft, Inc.
Graphic engine for approximating a quadratic bezier curve in a resource-constrained device	7,764,287	Granted	US	ArcSoft, Inc.
Using PSTN to communicate IP address for point-to-point text, voice, video, or data communication	7,778,261	Granted	US	
Face component replacement	7,796,787	Granted	US	ArcSoft, Inc.
Method for image separating	7,809,189	Granted	US	ArcSoft, Inc.
Regional service by phone	7,813,357	Granted	US	Arcsoft (Shanghai) Technology Company, Ltd.
Point-to-point communication using UPnP protocol	7,836,150	Granted	US	Arcsoft (Shanghai) Technology Company, Ltd.
Color matching and color correction for images forming a panoramic image	7,840,067	Granted	US	ArcSoft, Inc.
Automatic red eye removal	7,852,377	Granted	US	ArcSoft, Inc.
Denoise method on image pyramid	7,856,150	Granted	US	ArcSoft, Inc.
Video auto enhancing algorithm	7,865,014	Granted	US	ArcSoft, Inc.
Automatic skin color model face detection and mean-shift face tracking	7,869,631	Granted	US	ArcSoft, Inc.
Face detection on mobile devices	7,953,253	Granted	US	ArcSoft, Inc.
Method of parallelly filtering input data words to obtain final output data words containing packed half-pel pixels	7,958,177	Granted	US	ArcSoft, Inc.
Method for estimating noise according to multiresolution model	8,000,556	Granted	US	ArcSoft, Inc.
Method of automatically detecting and tracking successive frames in a region of interesting by an electronic imaging device	8,005,264	Granted	US	ArcSoft, Inc.
Method for digitally magnifying images	8,005,319	Granted	US	ArcSoft, Inc.
Method for obtaining context of corresponding Xlet while playing BD-J title	8,015,548	Granted	US	ArcSoft, Inc.
Algorithm description on non-motion blur image generation project	8,018,999	Granted	US	ArcSoft, Inc.
Method of restoring closed-eye portrait photo	8,031,970	Granted	US	ArcSoft, Inc.
Method for online printing digital project	8,077,338	Granted	US	ArcSoft, Inc.
Automatic photo orientation detection	8,094,892	Granted	US	ArcSoft, Inc.
Method of automatic photographs stitching	8,115,801	Granted	US	ArcSoft, Inc.
Variable length decoding method	8,116,378	Granted	US	ArcSoft, Inc.
Method for magnifying images and videos and associated image processing device	8,131,117	Granted	US	Arcsoft Hangzhou Co., Ltd.
Automatic determination of exciting segments from a video	8,150,149	Granted	US	ArcSoft, Inc.
Dynamic decoder switch	8,155,205	Granted	US	ArcSoft, Inc.
Method for detecting facial expression and repairing smile face of portrait photo	8,170,298	Granted	US	ArcSoft, Inc.
Method for magnifying images and videos	8,180,180	Granted	US	Arcsoft Hangzhou Co., Ltd.

System and method for network optimization by managing low priority data transfers	8,238,243	Granted	US	ArcSoft, Inc.
Video concatenation for MPEG-4 and H.263 bit streams	8,270,494	Granted	US	ArcSoft, Inc.
Merging images	8,275,215	Granted	US	Arcsoft (Shanghai) Technology Company, Ltd.
Method of estimating depths from a single image displayed on display	8,284,998	Granted	US	Arcsoft Hangzhou Co., Ltd.
Face image processing method	8,295,557	Granted	US	Arcsoft Hangzhou Co., Ltd.
Face tracking method for electronic camera device	8,306,262	Granted	US	ArcSoft, Inc.
Focus enhancing method for portrait in digital image	8,306,283	Granted	US	Arcsoft (Hangzhou) Multimedia Technology Co., Ltd.
Method for detecting and showing quality of a preview or stored picture in an electronic imaging device	8,421,898	Granted	US	Arcsoft (Hangzhou) Multimedia Technology Co., Ltd.
Method of enhancing a nose area of an image and related computing device	8,433,107	Granted	US	Arcsoft (Hangzhou) Multimedia Technology Co., Ltd.
Image zooming method for shifting non-dynamic image and setting size of non-dynamic image executed by computing device	8,456,490	Granted	US	Arcsoft Hangzhou Co., Ltd.
Image rectification method	8,503,813	Granted	US	Arcsoft Hangzhou Co., Ltd.
Method of performing eyebrow shaping on an image and related computing device	8,538,089	Granted	US	Arcsoft (Hangzhou) Multimedia Technology Co., Ltd.
Method of automatically performing pet eye correction	8,581,999	Granted	US	Arcsoft Hangzhou Co., Ltd.
Method of outputting video content from a digital media server to a digital media renderer and related media sharing system	8,607,284	Granted	US	Arcsoft (Hangzhou) Multimedia Technology Co., Ltd.
Image processing system and processing method thereof	8,665,314	Granted	US	Arcsoft (Hangzhou) Multimedia Technology Co., Ltd.
3D image generating method, 3D animation generating method, and both 3D image generating module and 3D animation generating module thereof	8,711,141	Granted	US	Arcsoft Hangzhou Co., Ltd.

Method of performing eye circle correction an image and related computing device	8,731,248	Granted	US	Arcsoft (Hangzhou) Multimedia Technology Co., Ltd.
Panoramic Maker Engine for a Low Profile System	2006-536544	Granted	Japan	ArcSoft, Inc.
Using PSTN to Communicate IP Addresses for Point-to-Point Text, Voice, Video or Data Communication	2008-521725	Granted	Japan	Arcsoft (Shanghai) Technology Company, Ltd.
Face Component Replacement	2008-051202	Granted	Japan	ArcSoft, Inc.
Determining Pairings of Telephone Numbers and IP Addresses from Caching and Peer-To-Peer Lookup	2007-336191	Granted	Japan	Arcsoft (Shanghai) Technology Company, Ltd.
Regional Service by Phone	2007-336189	Granted	Japan	Arcsoft (Shanghai) Technology Company, Ltd.
Panoramic Maker Engine for a Low Profile System	04753919.2	Granted	France	ArcSoft, Inc.
Using PSTN to Communicate IP Addresses for Point-to-Point Text, Voice, Video or Data Communication	06850088.3	Granted	France	Arcsoft (Shanghai) Technology Company, Ltd.
Panoramic Maker Engine for a Low Profile System	04753919.2	Granted	Germany	ArcSoft, Inc.
Using PSTN to Communicate IP Addresses for Point-to-Point Text, Voice, Video or Data Communication	06850088.3	Granted	Germany	Arcsoft (Shanghai) Technology Company, Ltd.
Panoramic Maker Engine for a Low Profile System	04753919.2	Granted	Great Britain	ArcSoft, Inc.
Using PSTN to Communicate IP Addresses for Point-to-Point Text, Voice, Video or Data Communication	06850088.3	Granted	Great Britain	Arcsoft (Shanghai) Technology Company, Ltd.
Using PSTN to Communicate IP Addresses for Point-to-Point Text, Voice, Video or Data Communication	1020077025669	Granted	South Korea	Arcsoft (Shanghai) Technology Company, Ltd.
Using PSTN to Communicate IP Addresses for Point-to-Point Text, Voice, Video or Data Communication 使用 PSTN 传送 IP 地址用于点对点文本、语音、视频或数据通信	200680016687.1	Granted	China	ArcSoft, Inc.

Determining Pairings of Telephone Numbers and IP Addresses from Caching and Peer-To-Peer Lookup 通过高速缓冲存储和对等查找确定电话号码和 IP 地址的配对	200710195 207.9	Granted	China	Arcsoft (Shanghai) Technology Company, Ltd.
Image processing method for simulating true effect of natural weather in film 在影片中模拟自然天气真实效果的图像处理方法	200810184 107.0	Granted	China	Arcsoft Hangzhou Co., Ltd.
Regional Service by Phone 电话区域性服务	2007 1 0195934.5	Granted	China	Arcsoft (Shanghai) Technology Company, Ltd.
摄像电子装置	200910136 381.5	Granted	China	Arcsoft (Hangzhou) Multimedia Technology Co., Ltd.
图像及视频的放大方法与相关的图像处理装置	200910118 723.0	Granted	China	Arcsoft Hangzhou Co., Ltd.
影像缩放装置以及影像缩放方法	200910001 748.2	Granted	China	Arcsoft Hangzhou Co., Ltd.
System and method of image processing which simulates natural weather real effect in video 影片中模拟自然天气真实效果的影像处理系统与方法	97148620	Granted	Taiwan	Arcsoft Hangzhou Co., Ltd.
Method for upscaling images and videos and associated image processing device 图像及视频的放大方法与相关之图像处理装置	98106352	Granted	Taiwan	Arcsoft Hangzhou Co., Ltd.
IMAGE ZOOMING DEVICE AND IMAGE ZOOMING METHOD 影像缩放装置及影像缩放方法	98100084	Granted	Taiwan	Arcsoft Hangzhou Co., Ltd.
對 M P E G 2 格式視頻進行降採樣解碼的方法	98109737	Granted	Taiwan	Arcsoft (Shanghai) Technology Company, Ltd.
攝像電子裝置/IMAGE CAPTURING ELECTRONIC DEVICE	I392344	Granted	Taiwan	Arcsoft (Hangzhou) Multimedia Technology Co., Ltd.

Table 2 – Patent Applications still in examination

Title of Invention	Application No.	Status (Filed/Granted)	Filed in Which Country	
Protection Scheme for AACs Keys	11/969,687	Filed	US	ArcSoft, Inc.
System and method for network optimization through predictive downloading	12/370,462	Filed	US	ArcSoft, Inc.
Method to Verify Telephone Number	12/811,076	Filed	US	Arcsoft (Shanghai) Technology Company, Ltd.

Method To Share Phone Line	12/811,077	Filed	US	Arcsoft (Shanghai) Technology Company, Ltd.
Generating Entropy Encoded Data Indexing Auxiliary Information to Assist Quick JPEG Decoding at JPEG Encoding Phase	12/838,437	Filed	US	ArcSoft, Inc.
Implementing a High Quality VOIP Device	12/921,380	Filed	US	Arcsoft (Shanghai) Technology Company, Ltd.
Front and back facing cameras	12/945,819	Filed	US	ArcSoft, Inc.
Photo Sharing with Digital Album	13/316470	Filed	US	ArcSoft, Inc.
Fun Videos and Fun Photos	13/649088	Filed	US	ArcSoft, Inc.
One Click Makeover	13/664402	Filed	US	ArcSoft, Inc.
Processing Device For Selecting Files Conveniently And Method For Selecting Files Conveniently	13/685723	Filed	US	Arcsoft Hangzhou Co., Ltd.
Image Processing Method For Removing Moving Object And Electronic Device	13/645167	Filed	US	Arcsoft (Hangzhou) Multimedia Technology Co., Ltd.
Video Processing Method And Electronic Device	13/651030	Filed	US	Arcsoft Hangzhou Co., Ltd.
Video Playback System and Related Method of Sharing Video from a Source Device on a Wireless Display	13/655445	Filed	US	Arcsoft Hangzhou Co., Ltd.
Video Game Display System and Related Method of Using a Portable Computing Device to Control Game Play in Video Games Displayed on a Wireless Display	13/726550	Filed	US	Arcsoft (Hangzhou) Multimedia Technology Co., Ltd.
Display Screen With A Graphic User Interface	29/445,038	Filed	US	Arcsoft (Hangzhou) Multimedia Technology Co., Ltd.
Method of Easily Configuring a Network Camera (LeCam)	13/855,737	Filed	US	Arcsoft (Hangzhou) Multimedia Technology Co., Ltd.
Method For Simultaneously Coding Quantized Transform Coefficients Of Subgroups Of Frame	13/942,725	Filed	US	Arcsoft Hangzhou Co., Ltd.
Method For Simultaneously Encoding Macroblock Groups Of Frame	13/944,848	Filed	US	Arcsoft Hangzhou Co., Ltd.
Method of Converting a Video File to a Graphics Interchange Format Image Using Same Palette Table for Consecutive Frames	13/925,792	Filed	US	Arcsoft (Hangzhou) Multimedia Technology Co., Ltd.

Method of Improving Ericsson Texture Compression 1 Image Quality	13/934,241	Filed	US	Arcsoft (Hangzhou) Multimedia Technology Co., Ltd.
影像处理系统及其处理方法	200910138 670.9	Filed	China	Arcsoft (Hangzhou) Multimedia Technology Co., Ltd.
便于挑选档案的处理装置与方法	201110426 042.8	Filed	China	Arcsoft Hangzhou Co., Ltd.

**EXHIBIT C
Trademarks**

TRADEMARK

Table 1 – U.S. Registered Trademarks

Marks	Registration No.	Owner
MASQUER	4505393	ArcSoft, Inc.
SIMPLICAM	4557502	ArcSoft, Inc.
PHOTOATELIER	4516284	ArcSoft, Inc.
ARCVIDEO	4516235	ArcSoft, Inc.
CAMERA HAWK	4426767	ArcSoft, Inc.
SHOWBIZ	4426765	ArcSoft, Inc.
CAMERA365	4426657	ArcSoft, Inc.
MAGIC-CUT	4362467	ArcSoft, Inc.
ARCNOTE	4377759	ArcSoft, Inc.
SHOWBIZ	4334216	ArcSoft, Inc.
SHOWBIZAIR	4415845	ArcSoft, Inc.
WHIP (square logo)	4265857	ArcSoft, Inc.
PORTRAIT+	4269834	ArcSoft, Inc.
LINK+	4269828	ArcSoft, Inc.
OFFICE+	4377373	ArcSoft, Inc.
ARCSOFT PHOTO+	4437170	ArcSoft, Inc.
WHIP	4262638	ArcSoft, Inc.
PERFECT365	4125648	ArcSoft, Inc.
PERFECT365	4169330	ArcSoft, Inc.
FAMILY PAINT	4100267	ArcSoft, Inc.
ARCSOFT SYSTEMSAVE	4155386	ArcSoft, Inc.
SIM3D	3935789	ArcSoft, Inc.
SIM3D	3891439	ArcSoft, Inc.
ARCSOFT DVD SLIDESHOW	2920114	ArcSoft, Inc.
ARCSOFT PANORAMA MAKER	2860350	ArcSoft, Inc.
ARCSOFT TOTALMEDIA	3091316	ArcSoft, Inc.
ARCSOFT SHOWBIZ	3160087	ArcSoft, Inc.
PHOTOJOURNI	4342900	ArcSoft, Inc.
SIMHD (logo)	3796877	ArcSoft, Inc.
SIMHD	3796563	ArcSoft, Inc.
DJOURNI	4268595	ArcSoft, Inc.
ARCSOFT WEBCAM SHARING MANAGER	4039187	ArcSoft, Inc.
TOTALMEDIA THEATRE	3854588	ArcSoft, Inc.
MEDIAIMPRESSION	3854562	ArcSoft, Inc.
POWERMOBIA	3628157	ArcSoft, Inc.
ARCSOFT PRINT CREATIONS	3430124	ArcSoft, Inc.
ARCSOFT WEBCAM COMPANION	3430120	ArcSoft, Inc.
ARCSOFT MEDIACONVERTER	3430119	ArcSoft, Inc.
ARCSOFT MAGIC i	3430118	ArcSoft, Inc.
ARCSOFT PHOTOSTUDIO DARKROOM	3430116	ArcSoft, Inc.
ARCSOFT MEDIAIMPRESSION	3430115	ArcSoft, Inc.

ARCSOFT SHOWBIZ	2567316	ArcSoft, Inc.
ARCSOFT PHOTOMONTAGE	2525652	ArcSoft, Inc.
ARCSOFT PHOTOPRINTER	2334529	ArcSoft, Inc.
ARCSOFT	2334477	ArcSoft, Inc.
ARCSOFT (logo)	2334476	ArcSoft, Inc.
PHOTOSTUDIO	2240334	ArcSoft, Inc.

Table 2 – European Union Registered Trademarks

Marks	Trademark No.	Owner
PORTRAIT+	011003928	ArcSoft, Inc.
PERFECT365	010382331	ArcSoft, Inc.
SIM3D	008502262	ArcSoft, Inc.
SIMHD (logo)	007594492	ArcSoft, Inc.
POWERMEDIA	006702047	ArcSoft, Inc.
ARCSOFT TOTALMEDIA	004376554	ArcSoft, Inc.
ARCSOFT PHOTOBASE	003854841	ArcSoft, Inc.
ARCSOFT VIDEOIMPRESSION	003854833	ArcSoft, Inc.
ARCSOFT PHOTOIMPRESSION	003854825	ArcSoft, Inc.
ARCSOFT PHOTOPRINTER	003854817	ArcSoft, Inc.
ARCSOFT PHOTOSTUDIO	003837961	ArcSoft, Inc.
ARCSOFT SHOWBIZ	003551439	ArcSoft, Inc.
ARCSOFT (logo)	002423150	ArcSoft, Inc.
ARCSOFT	008263791	ArcSoft, Inc.

Table 3 – Japan Registered Trademarks

Marks	Registration No.	Owner
PORTRAIT+	5616298	ArcSoft, Inc.
PERFECT365	5520855	ArcSoft, Inc.
PERFECT365	5557130	ArcSoft, Inc.
SIMHD (logo)	5245309	ArcSoft, Inc.
SIMHD	5245306	ArcSoft, Inc.
ARCSOFT TOTALMEDIA	4917319	ArcSoft, Inc.
ARCSOFT PHOTOSTUDIO	4717594	ArcSoft, Inc.
ARCSOFT SHOWBIZ	4585615	ArcSoft, Inc.
ARCSOFT	4607907	ArcSoft, Inc.
ARCSOFT (logo)	4607906	ArcSoft, Inc.
ARCFACE	5642617	Multimedia Image Solution Limited
ARCMOTION	5642618	Multimedia Image Solution Limited
ARCOBJECT	5642619	Multimedia Image Solution Limited
ARCSENSE	5642620	Multimedia Image Solution Limited
ARCSIGN	5642621	Multimedia Image Solution Limited

Table 4 – China Registered Trademarks

Marks	Registration No.	Owner
虹软美妆秀 (logo)	11438779	ArcSoft, Inc.
虹软美妆秀	11438739	ArcSoft, Inc.
虹软掌柜	11391015	ArcSoft, Inc.
虹软美妆	11390981	ArcSoft, Inc.
POWERMOBIA	6592574	ArcSoft, Inc.
ARCSOFT TOTALMEDIA	4288915	ArcSoft, Inc.
ARCSOFT MMS COMPOSER	3963575	ArcSoft, Inc.
ARCSOFT QUICKDVD	3964298	ArcSoft, Inc.
ARCSOFT DVD SLIDESHOW	3963558	ArcSoft, Inc.
ARCSOFT SHOWBIZ	3963556	ArcSoft, Inc.
ARCSOFT MEDIA CARD COMPANION	3963572	ArcSoft, Inc.
ARCSOFT SHOWBIZ	3036948	ArcSoft, Inc.
ARCSOFT (logo)	3007960	ArcSoft, Inc.
ARCSOFT	3007959	ArcSoft, Inc.
PHOTOSTUDIO	3007970	ArcSoft, Inc.

Table 5 – Taiwan Registered Trademarks

Mark	Registration No.	Owner
ARCSOFT	1020663	ArcSoft, Inc.
ARCSOFT (logo)	01018975	ArcSoft, Inc.
Arcsoft PhotoStudio	01088247	ArcSoft, Inc.
虹軟 (logo)	01043532	ArcSoft, Inc.
PERFECT365	01578201	ArcSoft, Inc.
PERFECT365	01574350	ArcSoft, Inc.

Table 6 – South Korea Registered Trademarks

Mark	Registration No.	Owner
ARCSOFT (design)	947375	ArcSoft, Inc.
ARCSOFT (word)	947376	ArcSoft, Inc.
PERFECT365	40496	ArcSoft, Inc.