

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prime Focus Technologies, Inc.		09/25/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Export-Import Bank of India		
Street Address:	Floor 21, Centre One Building		
Internal Address:	World Trade Centre Complex, Cuffe Parade		
City:	Mumbai		
State/Country:	INDIA		
Postal Code:	400 005		
Entity Type:	Bank: INDIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2704736	DIGITAL DAILIES	
Registration Number:	3243057	IDAILIES	
Registration Number:	4093233	DAX D3	
Serial Number:	85760068	DAX MOBILE	
Serial Number:	85903432	DAX	
Serial Number:	85903438	YOUR MEDIA UNIVERSE	
Serial Number:	86129037	DAX CLOUD	
CORRESPONDENCE DATA			
Fax Number:	3134968454		
<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:	3134967912		
Email:	berger@millercanfield.com		
Correspondent Name:	Kimberly A. Berger		
Address Line 1:	150 West Jefferson		
Address Line 2:	Suite 2500		
Address Line 4:	Detroit, MICHIGAN 48226		
ATTORNEY DOCKET NUMBER:	148502-00011		

CH \$190.00 2704736

DOMESTIC REPRESENTATIVE

Name: Kimberly A. Berger
Address Line 1: 150 West Jefferson
Address Line 2: Suite 2500
Address Line 4: Detroit, MICHIGAN 48226

NAME OF SUBMITTER:	Kimberly A. Berger
---------------------------	--------------------

SIGNATURE:	/Kimberly A. Berger/
-------------------	----------------------

DATE SIGNED:	09/29/2014
---------------------	------------

Total Attachments: 5

source=Prime Focus Technologies - Trademark Security Interest#page1.tif
source=Prime Focus Technologies - Trademark Security Interest#page2.tif
source=Prime Focus Technologies - Trademark Security Interest#page3.tif
source=Prime Focus Technologies - Trademark Security Interest#page4.tif
source=Prime Focus Technologies - Trademark Security Interest#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, made, entered into and effective as of the 25 day of September, 2014, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to *Section 10.11 (Additional Assignors)* of the Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors"), in favor of Export-Import Bank of India, as the Lender (as defined in the Security Agreement referred to below) (in such capacity, the "Lender").

WITNESSETH:

WHEREAS, pursuant to the Revolving Credit and Term Loan Agreement, dated as of September 25, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Loan Agreement"), among Prime Focus Technologies, Inc. (the "Borrower") and the Lender, the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each of the Grantors are party to a Security Agreement of even date herewith in favor of the Lender (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to make Advanced (as defined in the Loan Agreement) to the Borrower thereunder, each Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan Agreement or in the Security Agreement and used herein have the meaning given to them in the Loan Agreement or the Security Agreement as the case may be.

Section 2. Grants of Security Interests in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor and of the Borrower, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule 1* hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Remedies Upon Default

(a) Anything herein contained to the contrary notwithstanding, if and while a Noticed Event of Default exists and is continuing under the Security Agreement, the Grantor hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Security Agreement or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in the event of a Noticed Event of Default under the Security Agreement and which such Noticed Event of Default exists and is continuing, the Grantor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence willful misconduct or bad faith of such attorney. This power of attorney shall be irrevocable for the life of this Trademark Security Agreement and the Loan Documents, and until all the Obligations are satisfied in full.

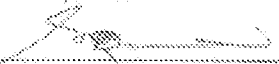
(c) The Grantor expressly acknowledges that this Trademark Security Agreement shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, the Grantor shall also execute and deliver to Lender such documents as Lender shall reasonably request to permanently assign all rights in the Trademarks to Lender, including, without limitation, the Trademark Assignment attached as Exhibit I to this Trademark Security Agreement, which documents shall be held by Lender in trust, until the occurrence of a Noticed Event of Default and shall become effective only upon the occurrence and during the continuance of a Noticed Event of Default. After such occurrence, Lender may, at its sole option, record such documents with the Patent and Trademark Office.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DAX PFT, LLC

By: 
Name: Ramki Shankaranarayanan
Title: Manager

ACCEPTED AND AGREED
as of the date first above written:

EXPORT-IMPORT BANK OF INDIA
as Lender

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

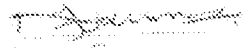
Very truly yours,

DAN PFT, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date then above written.

EXPORT-IMPORT BANK OF INDIA
as Lender

By: 
Name: Rajeshwar P.D.
Title: Regional Representative

WITNESSED BY THE SIGNATURES OF THE PARTIES

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
United States Trademark Registrations

U.S. Trademark Registrations

Digital Dailies	Reg. No. 2704736
iDailies	Reg. No. 3243057
DAX D3	Reg. No. 4093233

U.S. Trademark Applications

DAX Mobile	Ser. No. 85760068
DAX	Ser. No. 85903432
Your Media Universe	Ser. No. 85903438
DAX Cloud	Ser. No. 86129037

Canadian Trademark Applications

DAX Cloud	Application No. 1,646,739
-----------	---------------------------