TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321108

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Looxcie, Inc.	FORMERLY RP Imaging, Inc.	10/21/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Venture Lending & Leasing VI, Inc.
Street Address:	104 La Mesa Drive, Suite 102
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028
Entity Type:	CORPORATION: MARYLAND
Name:	Venture Lending & Leasing VII, Inc.
Street Address:	104 La Mesa Drive, Suite 102
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3874307	LOOXCIE
Registration Number:	4430069	LOOXCIE TOUGH
Serial Number:	85816163	VIDCIE

OP $90.00 3874307

CORRESPONDENCE DATA

Fax Number: 4157774961

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: 415 981 1400
Email: gkiviat@grmslaw.com
Correspondent Name: Jeffrey T. Klugman
Address Line 1: Four Embarcadero Center, Suite 4000
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	48046/0014 T

NAME OF SUBMITTER:	Jeffrey T. Klugman
SIGNATURE:	/Jeffrey T. Klugman/
DATE SIGNED:	10/24/2014

Total Attachments: 3
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SUPPLEMENT NO. 2 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Supplement No. 2 to Intellectual Property Security Agreement (this "Supplement") is made as of October 21, 2014, by and between LOOXCIE, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING VI, INC. ("VLL6") and VENTURE LENDING & LEASING VII, INC. ("VLL7"), both Maryland corporations (sometimes referred to herein individually or together as "Secured Party").

RECITALS

WHEREAS, Grantor and Secured Party are parties to that certain Intellectual Property Security Agreement, dated as of January 18, 2013 (as the same has been and may be amended, restated, supplemented and modified from time to time, the "Intellectual Property Security Agreement") pursuant to which, among other things, Grantor granted Secured Party a security interest in, to and under certain items of Grantor's Intellectual Property;

WHEREAS, Grantor and Secured Party wish to amend the Intellectual Property Security Agreement on the terms set forth herein; and

WHEREAS, each capitalized term used but not otherwise defined herein shall have the meaning ascribed thereto in the Intellectual Property Security Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Exhibit B to Intellectual Property Security Agreement, the listing of Grantor's Patents, is hereby supplemented and amended by Exhibit "B" attached to this Supplement, to include reference to Grantor's right, title and interest in, to and under the Patents set forth thereon. Exhibit C to Intellectual Property Security Agreement, the listing of Grantor's Trademarks, is hereby supplemented and amended by Exhibit "C" attached to this Supplement, to include reference to Grantor's right, title and interest in, to and under the Trademarks set forth thereon

2. This Supplement shall be deemed to be an amendment to Intellectual Property Security Agreement and shall not be construed in any way as a replacement or substitution therefor. All of the terms and conditions of, and terms defined in, this Supplement are hereby incorporated by reference into the Intellectual Property Security Agreement as if such terms and provisions were set forth in full therein. Except as so amended hereby, the Intellectual Property Security Agreement and the other Loan Documents shall remain in full force and effect in accordance with their respective terms.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the day and year first above written.

GRANTOR:

LOOXCIE, INC.

By: VENTURE LENDING & LEASING VII, INC.
as attorney-in-fact pursuant to Section 3(b)(i) of the Intellectual Property Security Agreement

By: _____
Name: Jay Cohan
Title: Vice President

SECURED PARTY:

VENTURE LENDING & LEASING VI, INC.

By: _____
Name: Jay Cohan
Title: Vice President

VENTURE LENDING & LEASING VII, INC.

By: _____
Name: Jay Cohan
Title: Vice President

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SUPPLEMENT NO. 2 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

EXHIBIT "B"

Interchangeable Device for Communication of Digital Image Data	61/881,408

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SUPPLEMENT NO. 2 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

EXHIBIT "C"

Trademark	Application Number / Registration Number
LOOXCIE	3874307
LOOXCIE TOUGH	4430069
VIDCIE	85816163

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