

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324065

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Montage Capital II, L.P.		11/18/2014	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	COOLIRIS, INC.
Street Address:	653 Bryant Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94107
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	86324973	BEAMIT
Registration Number:	3748449	COOLIRIS
Registration Number:	3748450	COOLIRIS
Registration Number:	3748451	COOLIRIS
Registration Number:	3657763	COOLIRIS
Registration Number:	3520132	COOLIRIS
Registration Number:	3657956	COOLPREVIEWS
Registration Number:	3657954	COOLPREVIEWS
Registration Number:	3940791	LIVESHARE
Registration Number:	3520166	PICLENS
Registration Number:	3867159	COOLIRIS
Registration Number:	3867160	COOLIRIS
Registration Number:	3867161	COOLIRIS

CORRESPONDENCE DATA

Fax Number: 6508023100

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: 650.802.3000

Email: suzin.brockett@weil.com, eric.min@weil.com,
marisa.geiger@weil.com

TRADEMARK

Correspondent Name: Marisa Geiger
Address Line 1: 201 Redwood Shores Parkway
Address Line 2: Weil, Gotshal & Manges LLP
Address Line 4: Redwood Shores, CALIFORNIA 94065

ATTORNEY DOCKET NUMBER: GEIGER/METZ 81907.0075

NAME OF SUBMITTER: Marisa Geiger

SIGNATURE: /Marisa Geiger/

DATE SIGNED: 11/22/2014

Total Attachments: 12

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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination"), dated as of November 18, 2014, is executed by Montage Capital II, L.P. ("Montage") in favor of COOLIRIS, INC. ("Borrower").

WHEREAS, in connection with that certain Loan and Security Agreement, dated as of March 31, 2014, by and between Montage and Borrower, as such agreement may from time to time be amended, restated, supplemented or otherwise modified (the "Loan Agreement"), Borrower and Montage entered into that certain Intellectual Property Security Agreement, dated as of March 31, 2014 (the "IP Security Agreement"), and that certain Domain Names Assignment Agreement, dated as of March 31, 2014 (the "Domain Names Assignment Agreement"), pursuant to which Borrower granted to Montage a security interest in the Intellectual Property Collateral (as defined below) (the "Security Interest").

WHEREAS, the IP Security Agreement was recorded to evidence the security interest granted under the IP Security Agreement (1) on March 31, 2014 with the Patent Division of the United States Patent and Trademark Office at Reel/Frame 5247/0617 and (2) on March 31, 2014 with the Trademark Division of the United States Patent and Trademark Office at Reel/Frame 032563/0456. The security interest granted under the IP Security Agreement was filed with the United States Copyright Office on March 31, 2014.

WHEREAS, Borrower has satisfied in full its obligations under the Loan Agreement and secured by the IP Security Agreement and the Domain Names Assignment Agreement, and Montage has agreed to terminate and release the Security Interest in the Intellectual Property Collateral (as defined below) as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and upon the terms set forth in this Termination, Montage hereby agrees as follows:

1. The term "Intellectual Property Collateral," as used herein, shall mean all of Borrower's right, title and interest in, to and under all of its intellectual property, including, without limitation:
 - a) all copyrights, copyright rights, copyright applications, copyright registrations and similar protections in any work of authorship and any derivative work thereof, whether published or unpublished, now or hereafter existing, created, acquired or held, including, without limitation, the copyright registrations set forth on Exhibit A attached hereto;
 - b) all patents, patent applications, patent rights and similar protections, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto;
 - c) all trademarks, trademark rights, whether registered or not, trademark applications, trademark registrations and similar protections, and the entire goodwill of the business of Borrower symbolized by such trademarks, including, without limitation, the trademark registrations and applications set forth on Exhibit C attached hereto and all goodwill associated therewith;
 - d) all trade secrets;

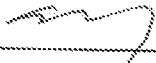
- e) all domain names, including, without limitation, the domain names set forth on Exhibit D attached hereto;
 - f) all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing in (a), (b), (c) or (e);
 - g) all products and proceeds of any of Borrower's intellectual property (including, without limitation, all license royalties and proceeds from infringements suits);
 - h) all claims for damages with respect to, and the right to sue for, past, present and future infringements or violations of any of Borrower's intellectual property; and
 - i) all rights corresponding to any of Borrower's intellectual property throughout the world.
2. Montage hereby (a) releases, relinquishes, terminates and discharges in its entirety the Security Interest in and to all Intellectual Property Collateral and (b) reassigns any right, title and interest (if any) that Montage may have in or to any of the Intellectual Property Collateral to Borrower, and any right, title or interest of Montage in or to such Intellectual Property Collateral hereby immediately ceases and is void.
 3. Montage hereby authorizes and directs the Commissioner of the United States Patent and Trademark Office, the United States Copyright Office and any other applicable government officials to record this Termination.
 4. At the request and sole expense of Borrower, Montage hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Termination.
 5. This Termination and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Termination and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Montage has executed and delivered this Termination as of the day and year first above written.

MONTAGE CAPITAL II, L.P.

By:



Name:

ERIC GONZALES

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A

Copyright Registrations

Product	Date of Publication	Effective Date of Registration	Registration No.
Cooliris Logo I	3/5/06	1/21/09	VA 1-658-577
PicLens Version 1.5	11/5/07	12/2/09	TX 7-128-072
PicLens Version 1.6	1/14/08	12/3/09	TX 7-155-683
Cooliris for the iPhone 1.0	10/18/08	12/8/09	TX 7-155-708
Cooliris Version 1.9.1	12/2/08	12/3/09	TX 7-155-692
Cooliris Version 1.10	4/20/09	12/3/09	TX 7-155-705
Cooliris for the iPhone 1.4	5/1/09	12/3/09	TX 7-155-686
Gallery 1.0	1/5/10	1/15/10	TX 7-155-697

EXHIBIT B

Patent Registrations and Applications

Title	Application and Registration Number	Jurisdiction	Issuance, Registration or Application Date
METHOD AND SYSTEM FOR DISPLAYING PHOTOS, VIDEOS, RSS AND OTHER MEDIA CONTENT IN FULL-SCREEN IMMERSIVE VIEW AND GRID-VIEW USING A BROWSER FEATURE	Application Number: 11/751,540 Patent Number: 8,756,510	US	Application Date: May 21, 2007 Registration Date: Jun 17, 2014
SHARING OF MEDIA AND OTHER CONTENT THROUGH A COMMUNICATION CHANNEL	Application Number: 12/145,477 Patent Number: 8,533,284	US	Application Date: Jun 24, 2008 Registration Date: Sep 10, 2013
GALLERY APPLICATION FOR CONTENT VIEWING	Application Number: 12/702,577 Patent Number: 8,839,128	US	Application Date: Feb 9, 2010 Registration Date: Sep 16, 2014
Gallery Application For Content Viewing	Application Number: PCT/US2010/057183 Patent Number: 11066165	PCT	Application Date: Nov 18, 2010 Registration Date: Jun 14, 2012
Gallery Application For Content Viewing	Application Number: PCT/US2010/057220 Patent Number: 11066167	PCT	Application Date: Nov 18, 2010 Registration Date: Jun 3, 2011
Gallery Application For Content Viewing	Application Number: PCT/US2010/057226 Patent Number: 11066170	PCT	Application Date: Nov 18, 2010 Registration Date: Jun 3, 2011
METHODS AND SYSTEMS FOR ENHANCING INTERNET EXPERIENCES	Application Number: 11/613,838	US	Application Date: Dec 20, 2006
METHOD AND SYSTEM FOR SELECTING AND PRESENTING WEB ADVERTISEMENTS IN A FULL-SCREEN CINEMATIC VIEW	Application Number: 11/751,577	US	Application Date: May 21, 2007
Browsing multiple images using perspective distortion and scrolling	Application Number: 12/590,187	US	Application Date: Nov 3, 2009
COLLECTION AND USE OF FINE-GRAINED USER BEHAVIOR DATA	Application Number: 12/472,270	US	Application Date: May 26, 2009

Title	Application and Registration Number	Jurisdiction	Issuance, Registration or Application Date
Gallery Application for Content Viewing	Application Number: 20100140843	Taiwan	Application Date: Nov 25, 2010
Gallery Application for Content Viewing	Application Number: 12/702,508	US	Application Date: Feb 9, 2010
Gallery Application For Content Viewing	Application Number: 2,781,607	Canada	Application Date: Nov 18, 2010
Gallery Application For Content Viewing	Application Number: 20120541115	Japan	Application Date: Nov 18, 2010
Gallery Application For Content Viewing	Application Number: 20127016303	South Korea	Application Date: Nov 18, 2010
Gallery Application For Content Viewing	Application Number: 2012038147	Singapore	Application Date: Nov 18, 2010
Gallery Application For Content Viewing	Application Number: 20100140855	Taiwan	Application Date: Nov 25, 2010
Gallery Application For Content Viewing	Application Number: 12/702,555	US	Application Date: Feb 9, 2010
GALLERY APPLICATION FOR CONTENT VIEWING	Application Number: 20100140844	Taiwan	Application Date: Nov 25, 2010
Media Contextualization for Efficient Search, Discovery, and Organization	Application Number: 61/894,419	US	Application Date: Oct 23, 2013
Automatic Group Formation and Group Detection through Media Recognition	Application Number: 61/939,603	US	Application Date: Feb 13, 2014
Gallery Application for Content Viewing	Application Number: 20100833788	EP	Application Date: Nov 18, 2010

EXHIBIT C

Trademark Registrations and Applications

Title	Application or Registration Number	Jurisdiction	Issuance, Registration or Application Date
BEAMIT	86324973	United States of America	Jun-30-2014
 cooliris	1054588	Australia (Madrid)	Sep-17-2010
 cooliris	1054588	China (Madrid)	Sep-17-2010
 cooliris	TMA812933	Canada	Nov-29-2011
 cooliris	1054588	European Community (Madrid)	Sep-17-2010
 cooliris	2025458	India	Sep-20-2010
 cooliris	1070163	Japan (Madrid)	Sep-17-2010
 cooliris	1054588	Russian Federation (Madrid)	Sep-17-2010
COOLIRIS	1012017	Australia (Madrid)	Jul-15-2009
COOLIRIS	901794376	Brazil	Jul-17-2012
COOLIRIS	901794392	Brazil	May-08-2012
COOLIRIS	901200166	Brazil	Sep-27-2011
COOLIRIS	TMA789745	Canada	Feb-04-2011
COOLIRIS	1012017	China (Madrid)	Jul-15-2009
COOLIRIS	982024	China (Madrid)	Sep-19-2008

Title	Application or Registration Number	Jurisdiction	Issuance, Registration or Application Date
COOLIRIS	1012017	European Community (Madrid)	Jul-15-2009
COOLIRIS	982024	European Community (Madrid)	Sep-19-2008
COOLIRIS	1735359	India	Sep-22-2008
COOLIRIS	1840493	India	Jul-16-2009
COOLIRIS	1840492	India	Jul-16-2009
COOLIRIS	1012017 (Madrid)	Russian Federation (Madrid)	Jul-15-2009
COOLIRIS	982024 (Madrid)	Russian Federation (Madrid)	Sep-19-2008
COOLIRIS	3748449	United States of America	Feb-16-2010
COOLIRIS	3748450	United States of America	Feb-16-2010
COOLIRIS	3748451	United States of America	Feb-16-2010
COOLIRIS	3657763	United States of America	Jul-21-2009
COOLIRIS	3520132	United States of America	Oct-21-2008
COOLPREVIEWS	1011918	Australia (Madrid)	Jul-17-2009
COOLPREVIEWS	901805955	Brazil	Nov-27-2012
COOLPREVIEWS	TMA791624	Canada	Feb-25-2011
COOLPREVIEWS	1011918	China (Madrid)	Jul-17-2009

Title	Application or Registration Number	Jurisdiction	Issuance, Registration or Application Date
COOLPREVIEWS	1011918	European Community (Madrid)	Jul-17-2009
COOLPREVIEWS	1841606	India	Jul-20-2009
COOLPREVIEWS	1011918	Russian Federation (Madrid)	Jul-17-2009
COOLPREVIEWS	3657956	United States of America	Jul-21-2009
COOLPREVIEWS	3657954	United States of America	Jul-21-2009
LIVESHARE	1514214	Canada	Feb-07-2011
LIVESHARE	1070367	European Community (Madrid)	Feb-04-2011
LIVESHARE	1070367	Japan (Madrid)	Feb-04-2011
LIVESHARE	1070367	China (Madrid)	Feb-04-2011
LIVESHARE	3940791	United States of America	Apr-05-2011
PICLENS	981150	China (Madrid)	Sep-19-2008
PICLENS	1735360	India	Sep-22-2008
PICLENS	981150	Russian Federation (Madrid)	Sep-19-2008
PICLENS	3520166	United States of America	Oct-21-2008
COOLIRIS  cooliris	3867159	United States of America	Oct-26-2010
COOLIRIS  cooliris	3867160	United States of America	Oct-26-2010


Title	Application or Registration Number	Jurisdiction	Issuance, Registration or Application Date
COOLIRIS  cooliris	3867161	United States of America	Oct-26-2010

EXHIBIT D

Registered Domain Names

Domain	Registrar	Expiration Date	Registrant
BEAM-IT-APP.COM	GoDaddy	4/22/2015	Cooliris Inc.
BEAM.MX	GoDaddy	4/14/2015	Cooliris Inc.
BEAMIT.ME	GoDaddy	9/4/2015	Cooliris Inc.
BEAMITAPP.COM	GoDaddy	3/16/2015	Cooliris Inc.
BEAMUP-APP.COM	GoDaddy	4/2/2015	Cooliris Inc.
BEAMUP.BIZ	GoDaddy	3/25/2015	Cooliris Inc.
BEAMUP.IT	GoDaddy	3/15/2015	Cooliris Inc.
BEAMUP.TV	GoDaddy	3/14/2015	Cooliris Inc.
BEAMUP.US	GoDaddy	3/13/2015	Cooliris Inc.
BEAMUPAPP.COM	GoDaddy	3/14/2015	Cooliris Inc.
BEAMUPTO.COM	GoDaddy	3/14/2015	Cooliris Inc.
COOLIRIS.COM	GoDaddy	1/21/2018	Cooliris Inc.
COOLIRIS.NET	GoDaddy	1/21/2015	Cooliris Inc.
COOLIRIS.ORG	GoDaddy	1/1/2015	Cooliris Inc.
COOLIRISAPP.COM	GoDaddy	5/2/2015	Cooliris Inc.
COOLIRISMAIL.COM	GoDaddy	1/21/2015	Cooliris Inc.
COOLPREVIEWS.COM	GoDaddy	1/21/2015	Cooliris Inc.
DECKS4.ME	GoDaddy	2/1/2015	Registration Private, Domains by Proxy, LLC
GETBEAMIT.COM	GoDaddy	3/16/2015	Cooliris Inc.
GETBEAMUP.COM	GoDaddy	3/14/2015	Cooliris Inc.
GETCOOLIRIS.COM	GoDaddy	1/21/2015	Cooliris Inc.
GOBEAM.US	GoDaddy	4/13/2015	Cooliris Inc.
IMMERSIVEADZ.COM	GoDaddy	3/1/2016	Cooliris Inc.
KOOLIRIS.COM	GoDaddy	1/21/2015	Cooliris Inc.
LETSBEAMIT.COM	GoDaddy	3/16/2015	Cooliris Inc.
LETSBEAMUP.COM	GoDaddy	3/14/2015	Cooliris Inc.
LIVE-SHARE.US	GoDaddy	8/4/2015	Cooliris Inc.
LIVESHARE.COM	GoDaddy	5/21/2015	Cooliris Inc.
LIVESHARE.IT	GoDaddy	8/5/2015	Cooliris Inc.
LIVESHARE.ME	GoDaddy	8/5/2015	Cooliris Inc.
LIVESHARE.US	GoDaddy	5/23/2015	Cooliris Inc.
MYCOOLIRIS.COM	GoDaddy	1/21/2015	Cooliris Inc.
PICLENS.COM	GoDaddy	8/11/2015	Cooliris Inc.
PICLENS.NET	GoDaddy	1/21/2015	Cooliris Inc.
PICLENS.ORG	GoDaddy	5/13/2015	Cooliris Inc.
SEEWHATSNOW.COM	GoDaddy	3/1/2016	Cooliris Inc.
cooliris.cn.com	Network Solutions	6/26/2015	Cooliris, Inc.

Domain	Registrar	Expiration Date	Registrant
cooliris.co.uk	Network Solutions	6/26/2015	Cooliris Inc.
cooliris.de.com	Network Solutions	6/26/2015	Cooliris Inc.
cooliris.xyz	Network Solutions	6/29/2015	Cooliris Inc.
cooliris.jp	Marcaria	8/2/2015	Cooliris Inc.
cooliris.pt	Marcaria	5/1/2015	Cooliris Inc.
liv.sh	101Domain	11/8/2015	Cooliris Inc.
coolir.is	101Domain	7/15/2015	Cooliris Inc.
beamup.to	101Domain	3/21/2016	Cooliris Inc.
gobeam.it	101Domain	4/14/2015	Cooliris Inc.
beamit.cc	Google Domains	6/16/2015	Cooliris Inc.
piclense.com	Google Domains	2/16/2016	Cooliris Inc.
picklens.com	Google Domains	10/13/2015	Cooliris Inc.

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