

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328011

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEGEND3D, INC.		12/29/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4466591	L3D	
Serial Number:	85958312	LEGEND HOME ENTERTAINMENT	
Registration Number:	4360099	STEREO WORKS	
Registration Number:	4363389	STEREO WORKS	
Registration Number:	4012947	LEGEND 3D	
Registration Number:	2834541	LEGEND FILMS	
Registration Number:	2929710	LEGEND FILMS	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutmansanders.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 5200		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.001626		
NAME OF SUBMITTER:	Christopher Close		
SIGNATURE:	/Christopher Close/		

CH \$190.00 4466591

DATE SIGNED:

01/05/2015

Total Attachments: 22

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**Agreement**”) is entered into as of December 29, 2014, by and between SILICON VALLEY BANK, a California corporation (“**Bank**”) and LEGEND3D, INC., a California corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, LEGEND 3D CANADA INC., a corporation incorporated under the laws of the of the Province of Ontario (“**L3D Canada**”), L3D CANADA 387 INC., a corporation incorporated under the laws of the of the Province of Ontario (“**L3D Canada 387**”), L3D CANADA 387 INC., a corporation incorporated under the laws of the of the Province of Ontario (“**L3D Canada 394**”), and certain Additional Borrowers added from time to time thereto, and Grantor dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed

counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement 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 Agreement 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, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

LEGEND3D, INC.

By: 

Name: *Shirley Robinson*

Title: *CEO*

BANK:

SILICON VALLEY BANK

By: _____

Name:

Title:

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005434 FRAME: 0814

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

GRANTOR:

LEGEND3D, INC.

By: _____
Name:
Title:

BANK:

SILICON VALLEY BANK

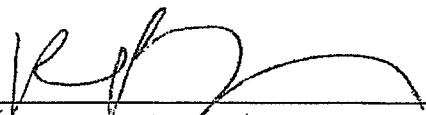
By:  _____
Name: KACIE BOSTIC
Title: VP

EXHIBIT A

Copyrights

Description	Registration Number	Application Number
Bride of the Monster	PA0001779036 (04/19/2011)	
A Christmas Wish	PA0001807977 (03/22/2012)	
Creature from the Haunted Sea	PA0001807979 (03/22/2012)	
The Devil Bat	PA0001782959 (04/27/2011)	
Dogs is Dogs	PA0001779243 (04/15/2011)	
The Last Man on Earth	PA0001782960 (04/29/2011)	
The Little Rascals: Spanky, Alfalfa & Darla's Memorable Episodes, Bear Facts	PA0001780316 (04/15/2011)	

Description	Registration Number	Application Number
The Little Rascals: Spanky, Alfalfa & Darla's Memorable Episodes, Bored of Education	PA0001780306 (04/15/2011)	
The Little Rascals: Spanky, Alfalfa & Darla's Memorable Episodes, Glove Taps	PA0001780320 (04/15/2011)	
The Little Rascals: Spanky, Alfalfa & Darla's Memorable Episodes, Mail and Female	PA0001780154 (04/15/2011)	
The Little Rascals: Spanky, Alfalfa & Darla's Memorable Episodes, Rushin' Ballet	PA0001780321 (04/15/2011)	
The Little Rascals: Spanky, Alfalfa & Darla's Memorable Episodes, Sprucin' Up	PA0001780309 (04/15/2011)	
Phantom Planet	PA0001807916 (03/22/2012)	
The Pooch	PA0001779242 (04/15/2011)	
Pups is Pups	PA0001779961 (04/14/2011)	

Description	Registration Number	Application Number
Red Skelton Christmas Classics	PA0001807942 (03/22/2012)	
Suddenly	PA0001782958 (04/29/2011)	
Abbott and Costello Funniest Routines Volume 1	PA0001611432 (02/13/2008)	
Abbott and Costello Funniest Routines Volume 2	PA0001611455 (02/13/2008)	
Abbott and Costello: The Christmas Show	PA0001611787 (02/04/2008)	
Africa Screams	PA0001298887 (09/28/2005)	
Beyond Christmas	PA0001633181 (10/22/2007)	
Carnival of Souls	PA0001633190 (10/22/2009)	

Description	Registration Number	Application Number
Choo-Choo	PA0001592851 (11/13/2007)	
A Christmas Wish / directed by Irving Pichel	PA0001210576 (11/18/2003)	
Cold Vengeance	PA0001644057 (11/09/2007)	
Divot Dagger	PA0001622892 (11/01/2007)	
Fly My Kite	PA0001624305 (11/13/2007)	
For Pete's Sake	PA0001622603 (11/01/2007)	
Free Wheeling	PA0001622900 (11/01/2007)	
The Giant Gila Monster	PA0001676931 (11/09/2007)	

Description	Registration Number	Application Number
Gold Strike River	PA0001644049 (11/09/2007)	
The Gospel According to St. Matthew	PA0001700665 (02/08/2008)	
Guns Along the Trail	PA0001644058 (11/09/2007)	
Hi Neighbor	PA0001624294 (11/13/2007)	
Hide and Shriek	PA0001624291 (11/13/2007)	
House on Haunted Hill	PA0001633211 (10/22/2007)	
An Innocent Man	PA0001644052 (11/09/2007)	
The Jackie Robinson Story	PA0001390328 (04/27/2005)	

Description	Registration Number	Application Number
The Kid From Borneo	PA0001624297 (11/13/2007)	
The Killer Shrews	PA0001642613 (11/09/2007)	
A Lad an' a Lamp	PA0001624302 (11/13/2007)	
Little Rascals Follies	PA0001592846 (11/13/2007)	
Little Shop of Horrors	PA0001596967 (02/08/2008)	
Lucy's Really Lost Moments	PA0001631196 (02/07/2008)	
March of the Wooden Soldiers	PA0001700670 (02/08/2008)	
Missile to the Moon	PA0001700985 (11/09/2007)	

Description	Registration Number	Application Number
The Most Dangerous Game	PA0001638674 (11/09/2007)	
My man Godfrey	PA0001390327 (04/27/2005)	
Night 'n' Gales	PA0001592852 (11/13/2007)	
Night of the Living Dead	PA0001633213 (10/22/2007)	
Nuts and Bolts	PAu000323697 (05/22/1981)	
Nuts and Bolts	V1905P234 (04/30/1982)	
Nuts and Bolts	V1905P231 (04/30/1982)	
Nuts and Bolts / Pau 46-387	V1855P067 (07/16/1981)	

Description	Registration Number	Application Number
Plan 9 From Outer Space	PA0001633215 (10/22/2007)	
Prelude to Murder	PA0001633198 (10/22/2007)	
Reefer madness, a DVD package cover, reefer madness DVD package, insert and reefer madness DVD surface	VA0001425621 (03/24/2004)	
Reefer madness / a G&H production ; directed by Louis Gasnier	PA0001223184 (03/22/2004)	
School's Out	PA0001622897 (11/01/2007)	
Scrooge	PA0001676928 (11/09/2007)	
Seabiscuit: the lost Documentary	PA0001235632 (11/19/2003)	
Sherlock Holmes and the Secret Weapon	PA0001390330 (04/27/2005)	

Description	Registration Number	Application Number
Shrimps for a Day	PA0001592848 (11/13/2007)	
Stagecoach Run	PA0001644055 (11/09/2007)	
Stolen Goods	PA0001644054 (11/09/2007)	
Swing Parade	PA0001700662 (02/08/2008)	
Terror By Night	PA0001633184 (10/22/2007)	
Things to Come	PA0001596965 (02/08/2008)	
The Three Stooges Extreme Rarities	PA0001631192 (02/07/2008)	
The Three Stooges in color / directors Preston Black, Jules White, Edward Bernds	PA0001252378 (05/15/2004)	

Description	Registration Number	Application Number
The Three Stooges Live & Hilarious	PA0001631194 (02/07/2008)	
Waldo's Last Stand	PA0001622896 (11/01/2007)	
Washee Ironee	PA0001592847 (11/13/2007)	
Who's On First	Pau003569567 (07/25/2009)	
The Woman in Green	PA0001390329 (04/27/2005)	

EXHIBIT B

Patents

Description	Application Number	Registration Number
System and Method for Color Image Enhancement		4,984,072 (01/08/1991)
System and Method for Digitally Coloring Images		5,093,717 (03/03/1992)
Computergraphic Animation System		5,252,953 (10/12/1993)
Method of Color Enhancing a Monochrome Image Using Multiple Base Colors for Selected Regions of the Monochrome Images		5,534,915 (07/09/1996)
Image Sequence Enhancement System and Method		7,181,081 (02/20/2007)
Image Sequence Enhancement System and Method		7,333,670 (02/19/2008)
Image Sequence Enhancement System and Method		7,577,312 (08/18/2009)

Description	Application Number	Registration Number
Image Sequence Depth Enhancement System and Method		7,907,793 (03/15/2011)
Minimal Artifact Image Sequence Depth Enhancement System and Method		8,073,247 (12/06/2011)
Minimal Artifact Image Sequence Depth Enhancement System and Method		8,078,006 (12/13/2011)
Minimal Artifact Image Sequence Depth Enhancement System and Method		8,160,390 (04/17/2012)
Apparatus and Method for Synchronizing a Secondary Audio Track to the Audio Track of a Video Source		8,179,475 (05/15/2012)
System and Method for Minimal Iteration Workflow for Image Sequence Depth Enhancement		8,385,684 (02/26/2013)
Minimal Artifact Image Sequence Depth Enhancement System and Method		8,396,328 (03/12/2013)
System and Method for Rapid Image Sequence Depth Enhancement with Augmented Computer-Generated Elements		8,401,336 (03/19/2013)

Description	Application Number	Registration Number
Director-Style Based 2D to 3D Movie Conversion System and Method		8,730,232 (05/20/2014)
System and Method for Color Enhancing Images	10/605,001 (08/29/2003)	
System and Method for Distributed Project Outsourcing	10/709,275 (04/26/2004)	
System and Method for Manipulating Motion Picture Data Using Labor Outsourcing	10/709,277 (04/26/2004)	
System and Method for Minimizing Transfer of Motion Picture Data Manipulated with Outsourced Labor	11/358,495 (02/21/2006)	
Personalized Cutlist Creation and Sharing System	11/756,592 (05/31/2007)	
Apparatus and Method for Synchronizing a Secondary Audio Track to the Audio Track of a Video Source	11/925,620 (10/26/2007)	
Motion Picture Project Management System	13/366,899 (02/06/2012)	

Description	Application Number	Registration Number
Rapid Workflow System and Method for Image Sequence Depth Enhancement	13/490,454 (06/07/2012)	
Line Depth Augmentation System and Method for Conversion of 2D Images to 3D Images	13/686,907 (11/27/2012)	
Three-Dimensional Annotation System and Method	13/691,509 (11/30/2012)	
Multi-Stage Production Pipeline System	13/895,979 (05/16/2013)	
Image Sequence Enhancement System and Method	PCT US2002014192 (05/06/2002)	
System and Method for Manipulating Data Using Labor Outsourcing	PCT US2005014348 (04/26/2005)	
System and Method for Minimizing Transfer of Motion Picture Data Manipulated with Outsourced Labor	PCT US2007062515 (02/21/2007)	
System and Method for Minimal Iteration Workflow for Image Sequence Depth Enhancement	PCT US2011067024 (12/22/2011)	

Description	Application Number	Registration Number
Line Depth Augmentation System and Method for Conversion of 2D Images to 3D Images	PCT US2013072208 (11/27/2013)	
Three-Dimensional Annotation System and Method	PCT US2013072447 (11/28/2013)	
Motion Picture Project Management System	PCT US2013035506 (04/05/2013)	

EXHIBIT C

Trademarks

Description	Serial Number	Registration Number
L3D		4,466,591 (01/14/2014)
LEGEND HOME ENTERTAINMENT	89/958,312 (06/12/2013)	
STEREO WORKS		4,360,099 (07/02/2013)
STEREO WORKS (& design)		4,363,389 (07/09/2013)
LEGEND 3D		4,012,947 (08/16/2011)
LEGEND FILMS		2,834,541 (04/20/2004)
LEGEND FILMS		2,929,710 (03/01/2005)

EXHIBIT D

Mask Works

Description	Application	Registration
None Identified		