

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346379

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PUREDEPTH LIMITED		06/23/2015	LIMITED LIABILITY COMPANY: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	K One W One Limited		
Street Address:	P.O. BOX 2219		
City:	AUCKLAND		
State/Country:	NEW ZEALAND		
Postal Code:	1010		
Entity Type:	LIMITED LIABILITY COMPANY: NEW ZEALAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3524199	PUREDEPTH	
Registration Number:	3133396	MLD	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ssexton@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	1180 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	23238.023001		
NAME OF SUBMITTER:	Sally Sexton		
SIGNATURE:	/sallysexton/		
DATE SIGNED:	06/30/2015		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of 23 June 2015, is made by PureDepth Limited ("Grantor") in favor of K One W One Limited ("Grantee").

WHEREAS, Grantor's parent entity, PureDepth, Inc. ("Debtor"), has entered into a Convertible Note Purchase Agreement with the Grantee, dated as of February 4, 2008 and subsequently amended (the "Note Purchase Agreement"); and

WHEREAS, as a condition precedent to the effectiveness of the Note Purchase Agreement, Debtor has executed and delivered to Grantee that certain General Security Agreement, between Grantor and Grantee, dated as of February 4, 2008 (the "Security Agreement") and that certain Deed of Guarantee and Indemnity between Grantor, PureDepth Incorporated Limited and Grantee dated as of 5 February 2008 (the "Guarantee"); and

WHEREAS, under the terms of the Security Agreement, Grantor has granted to the Grantee a continuing security interest in, among other property, certain intellectual property of Grantor in order to secure Grantor's obligations to Grantee under the Guarantee and, indirectly, Debtor's payment and performance of all obligations under the Note Purchase Agreement and other related agreements; and

WHEREAS, under the terms of the Security Agreement, Grantor has further agreed to execute and deliver documents in the nature of this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Grantee as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Grantee a continuing security interest in and to all of its right, title and interest in, to and under the following of its property, whether presently existing or hereafter created or acquired, and wherever located (the "Trademark Collateral"):

(a) all trademarks, service marks, trade names and domain names and the goodwill associated therewith, including those listed in Schedule 1 hereto;

(b) all registrations, applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the forgoing, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Grantee to sue in its own name and/or in the name of Grantor for past, present and future infringements of trademark; and

(c) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Grantee.

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

4. Execution in Counterparts. This Trademark Security 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 Trademark Security Agreement by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


5. Successors and Assigns. This Trademark Security 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 Trademark Security Agreement is governed by and shall be construed in accordance with the laws of the State of California, without reference to the conflicts of law provisions thereof except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than California.

[SIGNATURE PAGE FOLLOWS]

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

PUREDEPTH LIMITED,
as Grantor

By: 

Name: MICHAEL LAYCOCK
Title: CFO + COMPANY SECRETARY
Address for Notices: c/- BROWN PARTNERS, LEVEL 3
18 SHOTLAND ST., AUCKLAND 1010, NEW ZEALAND

AGREED TO AND ACCEPTED:

K ONE W ONE LIMITED,
as Grantee

By: 

Name: MAURILE CAREY
Title: DIRECTOR
Address for Notices: P.O. Box 2219
AUCKLAND
NZ.

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Application No.	Filing Date	Reg. No.	Reg. Date
PUREDEPTH	78/532876	12/15/2004	3524199	10/28/2008
MLD	76/424565	06/26/2002	3133396	08/22/2006
DEEP VIDEO IMAGING	2002-86652	11/10/2002	4715063	10/3/2003
GRAB HOLD BUY	19154/22	03/27/2001	634932	9/27/2001