

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JUN GROUP PRODUCTIONS, LLC		07/13/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BLVD., SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4725199	SIGHT SOUND EMOTION	
Registration Number:	4624987	JUN	
Serial Number:	86234122	DISCOVERY ROAD	
Registration Number:	4131288	JUN GROUP	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	1-1104		
NAME OF SUBMITTER:	PATTY CHENG		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	07/14/2015		
Total Attachments: 6			
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 13, 2015 (the "Agreement") between JUN GROUP PRODUCTIONS, LLC, a Delaware limited liability company ("Grantor") and Western Alliance Bank, an Arizona corporation, as successor-in-interest to Bridge Bank, National Association ("Lender") is made with reference to the Loan and Security Agreement, dated as of January 28, 2013 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor, and that certain Intellectual Property Security Agreement between Lender and Grantor dated as of January 28, 2013 (the "Original IPSA"). This Agreement hereby amends and restates, without novation, the Original IPSA. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the registered Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the registered Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the registered Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

JUN GROUP PRODUCTIONS, LLC

By: _____

Name: _____

Title: _____

LENDER:

WESTERN ALLIANCE BANK

By: _____

Name: _____

Title: _____

Address for Notices:

650 Fifth Avenue, 27th Floor
New York, New York 10019
Attn: Legal Department
Tel: (212) 692-9500
Fax: (917) 210-3163

with a copy to:

Loeb & Loeb LLP
345 Park Avenue
New York, New York 10154
Attn: Lloyd Rothenberg, Esq.
Tel: (212) 407-4937
Fax: (212) 656-1076

Address for Notices:

Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

JUN GROUP PRODUCTIONS, LLC

By:

Name:

Title:

LENDER:

WESTERN ALLIANCE BANK

By: C. W.

Name: Charles W.

Title: Vice President

Address for Notices:

650 Fifth Avenue, 27th Floor
New York, New York 10019
Attn: Legal Department
Tel: (212) 692-9500
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with a copy to:

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345 Park Avenue
New York, New York 10154
Attn: Lloyd Rothenberg, Esq.
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San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

EXHIBIT A

REGISTERED COPYRIGHTS

Please Check if No Registered Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B

REGISTERED TRADEMARKS

Please Check if No Registered Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Application Date:</u>	<u>Registration Date</u>
SIGHT SOUND EMOTION	86/234117	4,725,199	03/27/14	04/21/15
JUN	86/239538	4,624,987	04/02/14	10/21/14
DISCOVERY ROAD	86/234122		03/27/14	
JUN GROUP	85/397510	4,131,288	08/14/11	04/24/12

EXHIBIT C

REGISTERED PATENTS

Please Check if No Registered Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Number:</u>	<u>Issue Date</u>	<u>Application Date:</u>