

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM349097

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LYTRO, INC. (GRANTOR)		04/07/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRIPLEPOINT CAPITAL LLC (GRANTEE)		
<b>Street Address:</b>	2755 SAND HILL ROAD, SUITE 150		
<b>City:</b>	MENLO PARK		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85256081	LYTRO	
<b>Serial Number:</b>	86258242	ILLUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102774730		
<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>			
<b>Phone:</b>	(310) 788-6133		
<b>Email:</b>	jsbrown@mwe.com		
<b>Correspondent Name:</b>	GARY B. ROSENBAUM		
<b>Address Line 1:</b>	MCDERMOTT WILL & EMERY LLP		
<b>Address Line 2:</b>	2049 CENTURY PARK EAST, SUITE 3800		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	082853-0010 (LYTRO)		
<b>NAME OF SUBMITTER:</b>	GARY B. ROSENBAUM		
<b>SIGNATURE:</b>	/Gary B. Rosenbaum/		
<b>DATE SIGNED:</b>	07/23/2015		
<b>Total Attachments: 8</b>			
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### THIRD AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a **Third Amendment to Plain English Intellectual Property Security Agreement** dated April 7, 2015 by and between TriplePoint Capital LLC, a Delaware limited liability company and Lytro, Inc., a Delaware corporation (the "Amendment").

#### RECITALS

A. The words "We", "Us", or "Our", refer to the Grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the Grantor, which is Lytro, Inc. and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and Lytro, Inc.

B. The Parties have entered into a Plain English Revolving & Letter of Credit Loan and Security Agreement dated as of June 20, 2011, as the same has been amended by the First Amendment to Plain English Revolving & Letter of Credit Loan and Security Agreement dated as of January 23, 2013, as he same has been amended by the Restructuring Agreement dated as of March 12, 2014, as the same has been amended by the Second Amendment to Plain English Revolving & Letter of Credit Loan and Security Agreement dated September 12, 2014, and as the same has been amended by the Third Amendment to Plain English Revolving & Letter of Credit Loan And Security Agreement of even date herewith (together with further amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of January 23, 2013, as amended by the First Amendment to Plain English Intellectual Property Security Agreement dated as of June 13, 2013 and as amended by the Second Amendment to Plain English Intellectual Property Security Agreement dated March 12, 2014 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

#### AGREEMENT

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##### 1. SUPPLEMENT TO IP SECURITY AGREEMENT

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- ⇒ **Schedule A** to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.
- ⇒ **Schedule B** to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.
- ⇒ **Schedule C** to the IP Security Agreement is hereby supplemented by Supplement C attached to this Amendment and made a part of this Amendment.

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##### 2. MISCELLANEOUS

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**Acknowledgment and Confirmation of Security Interest.** You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

Lytro\_3<sup>rd</sup>\_Amend\_IP\_Agt

**Conditions to Effectiveness.** This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

**Ratification.** Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

**Complete Agreement.** This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

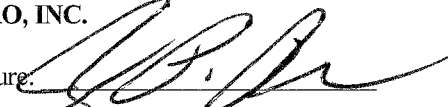
**Recitals.** The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

**Governing Law.** THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

**No Novation.** Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

**Counterparts.** This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

<b>You:</b> LYTRO, INC.
Signature: 
Print Name: <u>Jason Rosenthal</u>
Title: <u>President and CEO</u>

**SUPPLEMENT TO SCHEDULE A**

**To Plain English Intellectual Property Security Agreement  
Between Lytro, Inc., as You (Grantor)  
and TriplePoint Capital LLC, as Us (Grantee)**

**PATENTS AND PATENT APPLICATIONS**

**PATENTS**

<u>Patent Name</u>	<u>Status and Date Issued</u>	<u>Patent Number</u>
Light Field Data Acquisition	Issued 05/13/2014	8,724,014
Video Refocusing	Issued 06/24/2014	8,760,566
3D Light Field Cameras, Images and Files, and Methods of Using, Operating, Processing and Viewing Same	Issued 06/10/2014	8,749,620
Downsampling Light-Field Images	Issued 07/01/2014	8,768,102
Extended Depth of Field and Variable Center of Perspective in Light-Field Processing	Issued 08/19/2014	8,811,769
Compensating for Variation in Microlens Position During Light-Field Image Processing	Issued 09/09/2014	8,831,377
Storage and Transmission of Pictures Including Multiple Frames	Issued 12/09/2014	8,908,058
Compensating for Sensor Saturation and Microlens Modulation During Light-Field Image Processing	Issued 02/03/2015	8,948,545
Generating Dolly Zoom Effect Using Light Field Image Data	Issued 03/03/2015	8,971,625
Light Field Data Acquisition	Issued 03/10/2015	8,976,288
Depth Determination for Light Field Images	Issued 03/24/2015	8,988,317
Light-Field Processing and Analysis, Camera Control, and User Interfaces and Interaction on Light-Field Capture Devices	Scheduled 03/31/2015	8,995,785
Parallax and/or Three-Dimensional Effects for Thumbnail Image Displays	Scheduled 03/31/2015	8,997,021
Capturing and Relighting Images Using Multiple Devices	Scheduled 04/07/2015	9,001,226

**PATENT APPLICATIONS**

<u>Name</u>	<u>Status &amp; Date Filed</u>	<u>Application Number</u>
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Light-Field Aberration Correction	12/24/2013	61/920,710
High-Quality Post-Rendering Depth Blur	03/25/2014	14/224,763
Pin Pattern for Electrical Connection Interface	04/16/2014	29488122
Compression of Light Field Images	04/24/2014	14/261,144
Video Refocusing	05/08/2014	14/273,349
Depth Determination for Light Field Image	06/12/2014	14/302,826
MicroLens Array Architecture for Avoiding Ghosting in Projected Images	08/11/2014	14/456,132
Light Field Image Capture Device Having 2D Image Capture Mode	09/08/2014	14/480,240
Saturated Pixel Recovery in Light-Field Images	09/08/2014	14/480,340
Optimization of Optical Systems for Improved Light Field Capture and Manipulation	10/3/2014	Europe – 13786905.3
Optimization of Optical Systems for Improved Light Field Capture and Manipulation	10/29/2014	Japan -
Optimization of Optical Systems for Improved Light Field Capture and Manipulation	10/31/2014	China - 2013800230929
Robust Layered Light-Field Rendering	11/13/2014	14/540,922
Automated Animation for Presentation of Light-Field Images	11/14/2014	62/080,191
Multi-Camera System for Capturing Light Field Data	12/09/2014	62/089,601
Compensating for Sensor Saturation and MicroLens Modulation During Light-Field Image Processing	12/15/2014	14/571,103
Light-Field Aberration Correction	12/17/2014	14/573,319
Improving Plenoptic Camera Resolution	12/17/2014	14/573,651
Improving Plenoptic Camera Resolution	12/17/2014	PCT/US14/70880
Light Field Data Acquisition	1/29/2015	14/608,502
Parallax Bounce	02/26/2015	14/632,956
Capturing and Relighting Images Using Multiple Devices	02/27/2015	14/634,659
Adaptive Fine-Tuning Slider	03/04/2015	62/128,378

**STANFORD OFFICE OF TECHNOLOGY LICENSING PATENTS**  
**(AS LICENSED TO LYTRO, INC.)**

<b><u>Patent Title</u></b>	<b><u>Status and Date Issued</u></b>	<b><u>Patent Number</u></b>
Variable Imaging Arrangements and Methods Therefor (DIV)	Issued 02/11/2014	8,648,958
Imaging Arrangements and Methods Therefor	Issued 04/15/2014	8,698,944
Imaging Arrangements and Methods Therefor	Issued 03/19/2014	2398223 (EU) 60 2005 043 054.7 (Germany)
Variable Imaging Arrangements and Methods Therefor	Issued 05/06/2014	8,717,489
Method and Apparatus for Capturing and Processing Image Data, Including Generating a Refocused Virtual Image	Issued 03/18/2014	584/MUMNP/2007 (India)
Imaging Arrangements and Methods Therefor	Issued 06/27/2014	HK1163995 (Hong Kong)
Imaging Arrangements and Methods Therefor	Issued 10/21/2014	8,866,957
Imaging Arrangements and Methods Therefor	Issued 02/10/2015	8,953,064
Imaging Arrangements and Methods Therefor	Issued 02/25/2015	European patent No. 1,795,004

**STANFORD OFFICE OF TECHNOLOGY LICENSING PATENT APPLICATIONS**  
**(AS LICENSED TO LYTRO, INC.)**

<b><u>Patent Application Title</u></b>	<b><u>Date Filed</u></b>	<b><u>Application Number</u></b>
Imaging Arrangements and Methods Therefor	09/16/2014	14/487,429
Imaging Arrangements and Methods Therefor	12/17/2014	14/573,991

**SUPPLEMENT TO SCHEDULE B**

**To Plain English Intellectual Property Security Agreement  
Between Lytro, Inc., as You (Grantor)  
and TriplePoint Capital LLC, as Us (Grantee)**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**TRADEMARKS**

Name	Date Filed or Issued	Serial Number	Status
LYTRO	Issued 10/28/2014	85256081	US – Registered
LYTRO	Issued 12/21/2013	10658506	China – Registered

**TRADEMARK APPLICATIONS**

Name	Date Filed	Serial Number	Status
LYTRO	5/16/2014	907704859	Brazil – Pending
LYTRO	5/16/2014	907704867	Brazil – Pending
LYTRO	5/16/2014	907704905	Brazil – Pending
LYTRO	6/16/2014	14609562	China – Pending
LYTRO	5/15/2014	2337587	India – Pending
LYTRO	5/14/2014	2014715943	Russia – Pending
ILLUM	4/21/2014	86258242	US – Allowed
LYTRO	10/10/2014	201427696	South Africa – Pending
LYTRO	10/10/2014	201427697	South Africa – Pending
LYTRO	10/10/2014	201427698	South Africa – Pending
ILLUM	10/13/2014	1652059	Australia – Pending
ILLUM	10/13/2014	013357181	EU – Pending
ILLUM	10/13/2014	1006828	New Zealand – Pending
ILLUM	10/13/2014	2014734563	Russia – Pending
ILLUM	10/13/2014	619962014	Switzerland – Pending
ILLUM	10/13/2014	103058909	Taiwan – Pending
ILLUM	10/14/2014	1697934	Canada – Pending
ILLUM	10/14/2014	303164698	Hong Kong – Pending
ILLUM	10/14/2014	2826660	India – Pending
ILLUM	10/14/2014	T1416414E	Singapore – Pending
ILLUM	10/14/2014	4020140068625	South Korea – Pending
ILLUM	10/16/2014		China – Pending
ILLUM	10/16/2014	2014087038	Japan – Pending



ILLUM	10/17/2014	908461020	Brazil – Pending
ILLUM	12/15/2014	966166	Thailand - Pending

**SUPPLEMENT TO SCHEDULE C  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT  
Between Lytro, Inc., as You (Grantor)  
And TriplePoint Capital LLC, as Us (Grantee)**

**COPYRIGHT REGISTRATIONS**

Registration Number	Title	Registration Date	V&A No.
No supplement.			

**APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

Title	Date Filed	V&A No.
No supplement.		