

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380906

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PHOTOBUCKET CORPORATION		03/24/2016	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Pacific Western Bank		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	State Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85248788	SNAPBUCKET	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	919-314-3086		
Email:	loandocsdept@square1bank.com		
Correspondent Name:	Pacific Western Bank		
Address Line 1:	406 Blackwell Street		
Address Line 2:	Suite 240		
Address Line 4:	Durham, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	NICHOLAS NANCE		
SIGNATURE:	/NICHOLASNANCE/CCD		
DATE SIGNED:	04/18/2016		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 24, 2016 by and between PACIFIC WESTERN BANK ("Bank") and PHOTOBUCKET CORPORATION ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor, PHOTOBUCKET.COM, INC., and MILYONI, INC. dated of September 5, 2013 (as amended from time to time, including by that certain Forbearance Agreement and First Amendment to Loan and Security Agreement dated as of January 30, 2014, that certain Second Amendment to Loan and Security Agreement dated as of March 24, 2014, that certain Forbearance Agreement and Third Amendment to Loan and Security Agreement dated as of June 26, 2014, that certain Fourth Amendment to Loan and Security Agreement dated as of August 18, 2014, that certain Fifth Amendment to Loan and Security Agreement dated as of February 3, 2015, that certain Sixth Amendment and Joinder to Loan and Security Agreement dated as of April 24, 2015, that certain Seventh Amendment to Loan and Security Agreement dated as of July 17, 2015, that certain Eighth Amendment to Loan and Security Agreement dated as of October 9, 2015, that certain Forbearance Agreement and Ninth Amendment to Loan and Security Agreement dated as of December 1, 2015; that certain First Amendment to Forbearance and Tenth Amendment to Loan and Security Agreement dated as of December 30, 2015 and that certain Eleventh Amendment to Loan and Security Agreement dated as of March 24, 2016, 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 and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not

preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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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:

Address of Grantor:

2399 Blake Street #160
Denver, CO 80205

Attn: Chief Executive Officer

PHOTOBUCKET CORPORATION

By: 

Title: CFO

Address of Bank:

406 Blackwell Street, Suite 240
Crowe Building
Durham, NC 27701

Attn: Manager

BANK:

PACIFIC WESTERN BANK

By: 

Title: BY

[Signature Page to Intellectual Property Security Agreement]

WEST268089929.2
358756-000586

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
System and method for allowing a user to opt for automatic or selectively sending of media	9049243	6/2/15
System and method for flipping a displayed image to present real-time additional data pertaining to that image	9046980	6/2/15
System and method for automatic transfer of data from one device to another	9009265	4/14/15
System and method for controlling inter-device media exchanges	8015253	9/6/11
Method and system for establishing a user-friendly data transfer service application executing within a heterogeneous distributed service application execution environment	7698392	4/13/10
Method and system for phone-number discovery and phone-number authentication for mobile communications devices	7610056	10/27/09
Story creation system, and methods and interfaces associated therewith	13958519	8/2/13
Method and system for establishing a user-friendly data transfer service application executing within a heterogeneous distributed service application execution environment	12692458	1/22/10
Method and system for establishing a user-friendly data transfer service application executing within a heterogeneous distributed service application execution environment	12692476	1/22/10
Systems and methods for collecting media content	14532603	11/4/14

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
SNAPBUCKET	85248788	2/22/11