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Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

07/11/2016

DEPARTMENT OF COMMERCE
Patent and Trademark Office



103675540

RECORDATION TRADEMARK

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Olloclip, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: Diamond Creek Capital, LLC

Internal _____
Address: _____

Street Address: 28 North Vista de Catalina

City: Laguna Beach

State: CA

Country: USA Zip: 92651

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Company Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 23, 2016

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
see Exhibit C

B. Trademark Registration No.(s)
see Exhibit C

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

see Exhibit C

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ryan Hanlan

Internal Address: Registered Agent Solutions, Inc.

Street Address: 1701 Directors Boulevard
Suite 300

City: Austin

State: TX Zip: 78744

Phone Number: (888) 705-7274

Fax Number: (888) 706-7274

Email Address: RHanlan@rasi.com

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 515.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Mitchell L. Garrett July 6, 2016
Signature Date

Mitchell L. Garrett
Name of Person Signing

37. Total number of pages including cover sheet, attachments, and document: 51819

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

78.88 UP
475.00 UP

EXHIBIT C

Trademarks

Client Code	Trademark Name	Status	Class	Application Number	Registration Number
PONIL.004T	OLLOCLIP	Registered	09 Int.	85/351810	4380611
PONIL.004TD1	OLLOCLIP	Registered	09 Int.	85/976375	4137064
PONIL.091T	OLLO	Pending	09 Int.	85/631170	
PONIL.100T	TAKE IT FURTHER	Registered	09 Int.	85/668372	4689068
PONIL.101T	OLLO	Pending	09 Int.	85/668401	
PONIL.102T	OLLOCLIP	Pending	09 Int.	85/668411	
PONIL.174T	360 PLUS	Registered	09 Int.	85/781601	4448979
PONIL.177T	Design mark	Registered	09 Int.	85/800019	4518737
PONIL.215T	OLLO	Pending	10 Int.	86/090798	
PONIL.215TD1	OLLO	Allowed	10 Int.	86/975550	
PONIL.216T	OLLOCLIP	Pending	10 Int.	86/090802	
PONIL.216TD1	OLLOCLIP	Allowed	10 Int.	86/975551	
PONIL.232T	OLLO	Allowed	41 Int.	86/179766	
	SEE IT. SHOOT IT.				
PONIL.296T	SHARE IT.	Pending	09 Int.	86/695838	
	MAKE YOUR BEST				
PONIL.297T	SHOT BETTER	Pending	09 Int.	86/859508	
	HUBLESS	Pending	09 int.	86/864903	
	IMAGES SPEAK	Pending	09 int.	86/422515	
	IMAGES SPEAK LOUDER	Registered	09 int.	86/422430	4928412
	ACTIVE LENS	Pending	09 int.	86/663037	
	PIVOT	Pending	09 int.	87/034546	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 23, 2016 by and between Diamond Creek Capital, LLC ("Lender") under that certain Loan Agreement (defined below) and Olloclip, LLC, a Delaware limited liability company (the "Grantor").

RECITALS

A. The Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to the Grantor in the amounts and manner set forth in that certain Loan Agreement by and among the Lender and Grantor dated as of June 23, 2016 (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).

B. Lender is willing to enter into the Loan Agreement and continue to make the Loans to the Grantor, but only upon the condition, among others, that the Grantor shall grant to the Lender, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of the Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, the Grantor have granted to the Lender, a security interest in all of the 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 among the Grantor and the Lender, the 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 the Lender and the Grantor, the Grantor grants and pledges to the Lender, a security interest in all of the Grantor's right, title and interest in, to and under its Intellectual Property Collateral (other than Excluded Property) (including without limitation those Copyrights, Patents and Trademarks listed on Schedules 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 the Lender, under the Loan Agreement. The rights and remedies of the Lender 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 the Lender as a matter of law or equity. Each right, power and remedy of the Lender 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 the Lender 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 the Lender, 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 Intellectual Property Security 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.

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.

Address of Grantor:

16291 Gothard Sr
Huntington Beach, CA 92647

GRANTOR:

OILOGUIP, LLC

By: 

Name: STEVE MATREAN

Title: CEO

Address of Lender:

28 N. Vista De Catalina
Laguna Beach, CA 92651

LENDER:

Diamond Creek Capital, LLC

By: _____

Name: _____

Title: _____

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.

Address of Grantor:

16291 Colford St.
Huntington Beach, CA 92647

GRANTOR:

OLLOCLIP, LLC

By: _____

Name: _____

Title: _____

LENDER:

Diamond Creek Capital, LLC

By:  _____

Name: JOHN DEVELOXY II

Title: MANAGING PARTNER

Address of Lender:

28 N. Vista De Catalina
Laguna Beach, CA 92653

EXHIBIT A

Copyrights

Title	Registration Number
Group Registration Photos, Published January 23, 2011 - May 24, 2011; 54 Photos; Premier Systems' Published Photos 2011; Part 1	VA1800109
OLLOCLIP Product Packaging	VA1800834
Group Registration Photos, Published July 2, 2010 - December 7, 2010; 190 Photos; Premier Systems' Published Photos 2010	VA1818362
Photo No. 14 In Cars & Coffee Album	VA1825187
Olloclip.Com Website	TX7790967

EXHIBIT B

Patents

Client Code	Title	Status	Application Number	Patent Number
PONIL.003A	SELECTIVELY ATTACHABLE AND REMOVABLE LENSES FOR COMMUNICATION DEVICES	Issued	13/366227	8279544
PONIL.003C1	LENSES FOR COMMUNICATION DEVICES	Issued	13/607241	8593745
PONIL.003C2	LENSES FOR COMMUNICATION DEVICES	Issued	13/742857	8891187
PONIL.003C3	LENSES FOR COMMUNICATION DEVICES	Issued	14/201565	9188764
PONIL.003C4	LENSES FOR COMMUNICATION DEVICES	Issued	14/331031	9335509
PONIL.003C5	LENSES FOR COMMUNICATION DEVICES	Published	14/973608	
PONIL.003DA	LENS COMPONENT	Issued	29/409978	D678379
PONIL.003DD1	LENS COMPONENT	Issued	29/443884	D686265
PONIL.003DD2	OPTICAL COMPONENT MOUNT	Issued	29/452461	D700228
PONIL.008A	CASE FOR A COMMUNICATION DEVICE	Published	13/733850	
PONIL.008DA	CASE FOR A COMMUNICATION DEVICE	Issued	29/441469	D740268
PONIL.068DA	LENS ADAPTER COMPONENT	Issued	29/420758	D695332
PONIL.164A	REMOVABLE OPTICAL DEVICES FOR MOBILE ELECTRONIC DEVICES	Issued	14/024450	9195023
PONIL.164A4C1	REMOVABLE LENSES FOR MOBILE ELECTRONIC DEVICES	Pending	15/076465	
PONIL.164C1	REMOVABLE OPTICAL DEVICES FOR MOBILE ELECTRONIC DEVICES	Published	14/949732	
PONIL.164DA	LENS COMPONENT	Issued	29/435906	D697958
PONIL.164DD1	OPTICAL COMPONENT MOUNT	Issued	29/478914	D723601
PONIL.182A1	ACCESSORIES FOR MOBILE ELECTRONIC DEVICES	Published	14/181502	
PONIL.182A2	CASES FOR MOBILE ELECTRONIC DEVICES FOR USE WITH AUXILIARY LENSES	Published	14/181491	
PONIL.182A3	ACCESSORIES FOR COMMUNICATION DEVICES	Published	14/180320	
PONIL.182A4	CASES FOR MOBILE ELECTRONIC DEVICES CONFIGURED TO RECEIVE AUXILIARY OPTICAL DEVICES	Published	14/606500	
PONIL.187DA1	OPTICAL ELEMENT	Issued	29/448799	D730968

PONIL.187DA2	OPTICAL ELEMENT	Issued	29/448791	D730967
PONIL.187DA3	OPTICAL ELEMENT	Issued	29/448792	D740878
PONIL.187DA4	OPTICAL ELEMENT	Issued	29/469842	D730969
PONIL.196A	SELECTIVELY ATTACHABLE AND REMOVABLE OPTICAL SYSTEMS FOR MOBILE DEVICES	Issued	14/497165	9007522
PONIL.196C1	SELECTIVELY ATTACHABLE AND REMOVABLE OPTICAL SYSTEMS FOR MOBILE DEVICES	Published	14/584998	
PONIL.212DA1	OPTICAL COMPONENT	Issued	29/473454	D727868
PONIL.212DA2	OPTICAL COMPONENT	Issued	29/473455	D727385
PONIL.212DA3	OPTICAL COMPONENT	Issued	29/473456	D726796
PONIL.219A	DEVICES AND METHODS FOR CLOSE- UP IMAGING WITH A MOBILE ELECTRONIC DEVICE	Published	14/570835	
PONIL.229DA1	OPTICAL COMPONENT	Issued	29/482575	D754228
PONIL.229DA2	OPTICAL COMPONENT	Pending	29/487839	
PONIL.230A	AUXILIARY PHOTOGRAPHY SYSTEMS FOR MOBILE DEVICES	Published	14/675535	
PONIL.234A	REMOVABLE LENSES FOR MOBILE ELECTRONIC DEVICES	Published	14/213899	
PONIL.236A	AUXILIARY OPTICAL COMPONENTS FOR MOBILE DEVICES	Published	14/454648	
PONIL.243A	AUXILIARY OPTICAL DEVICES	Published	14/676723	
PONIL.245A	ADAPTERS FOR ATTACHING ACCESSORIES TO MOBILE ELECTRONIC DEVICES	Published	14/857666	
PONIL.249A	AUXILIARY OPTICAL COMPONENTS FOR MOBILE DEVICES	Published	14/743593	
PONIL.254DA2	OPTICAL COMPONENT	Pending	29/498470	
PONIL.260A	PROTECTIVE CASES	Pending	15/065153	
PONIL.263DA	MOBILE DEVICE ACCESSORY INSERT	Issued	29/498598	D754116
PONIL.269DA	OPTICAL COMPONENT	Pending	29/504213	
PONIL.270DA	MOBILE DEVICE ACCESSORY INSERT	Issued	29/504214	D756986
PONIL.281PR	REMOVABLY ATTACHABLE MOBILE DEVICE CASE AND ACCESSORIES	Pending	62/183120	
PONIL.281PR2	REMOVABLY ATTACHABLE MOBILE DEVICE CASE AND ACCESSORIES	Pending	62/183660	
PONIL.284PR	AUXILIARY LENS SYSTEMS FOR USE WITH MOBILE DEVICE CASES	Pending	62/254637	
PONIL.285PR	HOLDER FOR MOBILE DEVICES	Pending	62/273149	
PONIL.285PR2	HOLDER FOR MOBILE DEVICES	Pending	62/290622	
PONIL.286PR	MULTI-LENS ATTACHMENT FOR MOBILE COMMUNICATION DEVICES	Pending	62/273148	

PONIL.286PR2	MULTI-LENS ATTACHMENT FOR MOBILE COMMUNICATION DEVICES	Pending	62/293222
PONIL.293DA	HOLDER FOR MOBILE DEVICE	Pending	29/565030
PONIL.294DA	OPTICAL COMPONENT	Pending	29/565021
PONIL.295PR	AUXILIARY OPTICAL DEVICE FOR USE WITH MOBILE COMMUNICATION DEVICE IN PROTECTIVE CASE	Pending	62/337822