

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408023

<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>
Legend3D, Inc.		11/30/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IP Successor Fund 21 L.P.		
<b>Street Address:</b>	79 Wellington St W #3000		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5K1N2		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4012947	LEGEND 3D	
<b>Registration Number:</b>	4363389	STEREO WORKS	
<b>Registration Number:</b>	4360099	STEREO WORKS	
<b>Registration Number:</b>	4466591	L3D	
<b>Registration Number:</b>	4951001	LEGEND	
<b>Registration Number:</b>	4972298	LEGEND FX	
<b>Registration Number:</b>	4972296	LEGEND 3D	
<b>Registration Number:</b>	4972297	LEGEND VR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4168657380		
<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>	4168658244		
<b>Email:</b>	efan@torys.com		
<b>Correspondent Name:</b>	Edward Fan		
<b>Address Line 1:</b>	79 Wellington Street West		
<b>Address Line 2:</b>	30th Floor		
<b>Address Line 4:</b>	Toronto, CANADA M5K1N2		
<b>ATTORNEY DOCKET NUMBER:</b>	38889-2012		
<b>NAME OF SUBMITTER:</b>	Edward Fan		

OP \$215.00 4012947

<b>SIGNATURE:</b>	/Edward Fan/
<b>DATE SIGNED:</b>	12/07/2016
<b>Total Attachments: 5</b> source=Legend3D -- TM Security Agreement (Executed)#page1.tif source=Legend3D -- TM Security Agreement (Executed)#page2.tif source=Legend3D -- TM Security Agreement (Executed)#page3.tif source=Legend3D -- TM Security Agreement (Executed)#page4.tif source=Legend3D -- TM Security Agreement (Executed)#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of November 30, 2016 is made between Legend3D, Inc. a California corporation (the “*Grantor*”), and IP Successor Fund 21 L.P., as collateral agent (together with its successor(s) thereto in such capacity, the “*Collateral Agent*”) for each of the Lenders.

### WITNESSETH:

WHEREAS, the Grantor and the Collateral Agent, among others, are parties to the Convertible Note and Warrant Purchase Agreement, dated as of November 30, 2016 (as amended, supplemented or otherwise modified from time to time, the “*Financing Agreement*”), with the Lenders party thereto;

WHEREAS, in connection with the Financing Agreement, the Grantor has executed and delivered the Security Agreement, dated as of November 30, 2016 (as amended, supplemented or otherwise modified from time to time, the “*Security Agreement*”);

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Security Agreement); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to execute and perform under the Financing Agreement, the Grantor agrees, for the benefit of each Lender, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Collateral Agent, for the benefit of the Lenders, and hereby grants to the Collateral Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the “*Trademark Collateral*”):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those filed or registered items referred to in Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights

relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a “*Trademark*”);

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, “*Trademark Collateral*” shall not include (i) any “**intent-to-use**” Trademark applications, or (ii) any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral in each case (i) and (ii), solely for so long as and to the extent that as to which the grant of a security interest would (A) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (B) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for the benefit of the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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

LEGEND3D, INC.

By: \_\_\_\_\_

Name: *MARK STELLER*

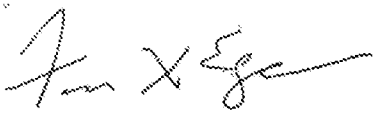
Title: *CFO*

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005941 FRAME: 0549**

IP SUCCESSOR FUND 21 L.P.,  
as Collateral Agent

By:   
Name: Sarita Mandanna  
Title: Managing Partner

  
By: \_\_\_\_\_  
Name: Frank Egan  
Title: Managing Partner

SCHEDULE I  
to Trademark Security Agreement

Country/US	Status/Serial Number	Registered #	Title
US	Status: Registered Filed: 8/4/2009 Serial #: 77796763	<b>Registered: 8/16/2011</b> <b>Reg. #: 4012947</b>	Title: LEGEND 3D
US	Status: Registered Filed: 5/14/2012 Serial #: 85624904	<b>Registered: 07/09/2013</b> <b>Reg. #: 4363389</b>	Title: STEREO WORKS (Logo)
US	Status: Registered Filed: 5/14/2012 Serial #: 85624987	<b>Registered: 07/02/2013</b> <b>Reg. #: 4360099</b>	Title: STEREO WORKS
US	Status: Registered Filed: 8/1/2013 Serial #: 86025875	<b>Registered: 07/02/2013</b> <b>Reg. #: 4466591</b>	Title: L3D
US	Status: Registered Filed: 9/18/2015 Serial #: 86761813	<b>Registered: 05/03/2016</b> <b>Reg. #: 4951001</b>	Title: LEGEND
US	Status: Registered Filed: 9/18/2015 Serial #: 86761808	<b>Registered: 06/07/2016</b> <b>Reg. #: 4972298</b>	Title: LEGEND FX
US	Status: Registered Filed: 9/18/2015 Serial #: 86761808	<b>Registered: 03/22/2016</b> <b>Reg. #: 4972296</b>	Title: LEGEND 3D (Logo)
US	Status: Registered Filed: 9/18/2015 Serial #: 86761802	<b>Registered: 03/22/2016</b> <b>Reg. #: 4972297</b>	LEGEND VR
US	Status: Registered Filed: 8/1/2013 Serial #: 86025875	<b>Registered: 07/02/2013</b> <b>Reg. #: 4466591</b>	Title: L3D
EU, China, Russia, India	Status: Registered Filed: 8/28/2013 Serial #: A0037712	<b>Registered: 8/28/2013</b> <b>Reg. #: 1176765</b>	Title: L3D
EU, China, Russia, India	Status: Registered Filed: 8/28/2013 Serial #: A0037732	<b>Registered: 8/28/2013</b> <b>Reg. #: 1176618</b>	Title: LEGEND 3D
EU, China, Russia, India	Status: Registered Filed: 8/28/2013 Serial #: A0037737	<b>Registered: 8/28/2013</b> <b>Reg. #: 1177150</b>	Title: STEREO WORKS