

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM415128

<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>
Collage.com, Inc.		11/07/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FUJIFILM North America Corporation		
<b>Street Address:</b>	200 Summit Lake Drive		
<b>City:</b>	Valhalla		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10595		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4894604	ONE-CLICK PHOTO BOOK	
<b>Registration Number:</b>	4388045		
<b>Registration Number:</b>	4342257	COLLAGE.COM	
<b>Registration Number:</b>	3974487	SCRAPWALLS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3108205988		
<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>	310-207-3800		
<b>Email:</b>	TM@bstz.com		
<b>Correspondent Name:</b>	Blakely Sokoloff Taylor Zafman LLP		
<b>Address Line 1:</b>	12400 Wilshire Blvd., 7th Floor		
<b>Address Line 2:</b>	Attn: Peter B. Bromaghim		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90025		
<b>ATTORNEY DOCKET NUMBER:</b>	008998.G055		
<b>NAME OF SUBMITTER:</b>	Peter Bromaghim		
<b>SIGNATURE:</b>	/PeteBromaghim/		
<b>DATE SIGNED:</b>	02/06/2017		
<b>Total Attachments: 9</b>			

CH \$115.00 4894604

source=Fujifilm Security Agreement - redacted#page1.tif  
source=Fujifilm Security Agreement - redacted#page2.tif  
source=Fujifilm Security Agreement - redacted#page3.tif  
source=Fujifilm Security Agreement - redacted#page4.tif  
source=Fujifilm Security Agreement - redacted#page5.tif  
source=Fujifilm Security Agreement - redacted#page6.tif  
source=Fujifilm Security Agreement - redacted#page7.tif  
source=Fujifilm Security Agreement - redacted#page8.tif  
source=Fujifilm Security Agreement - redacted#page9.tif

CONFIDENTIAL

## EXHIBIT E SECURITY

### AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made effective as of November 7, 2016 (the "Effective Date"), by and between Collage.com, Inc., a Delaware corporation ("Company") and FUJIFILM North America Corporation, a New York corporation ("FUJIFILM"). Company and FUJIFILM are sometimes referred to herein individually as a "Party" and together as the "Parties."

WHEREAS, Company and FUJIFILM are parties to that certain Purchase Agreement dated as of the Effective Date (as may be modified, amended, restated, or supplemented from time to time, the "Purchase Agreement"), pursuant to which, among other things, FUJIFILM has agreed to provide Company [REDACTED] to be used in connection with marketing and promotional fees subject to the repayment obligations of Company set forth in the Purchase Agreement;

WHEREAS, all capitalized terms used in this Agreement without definition herein shall have the definitions given to them in the Purchase Agreement;

WHEREAS, to induce FUJIFILM to provide such marketing funds, Company has agreed to grant to FUJIFILM a security interest in all of its assets; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, Company and FUJIFILM agree as follows:

1. COMPANY GRANT OF SECURITY INTEREST. Company hereby grants to FUJIFILM a first priority senior security interest in all of Company's right, title and interest in and to all of its property and assets, wherever located, whether tangible or intangible, or whether such property, asset or right, title or interest therein or thereto is now owned or existing or hereafter acquired or arising, including, without limitation, all of the following (collectively, the "Collateral"):

1.1 all fixtures and personal property of every kind and nature including all accounts (including receivables), goods (including inventory and equipment), documents (including, if applicable, electronic documents), instruments, promissory notes, chattel paper (whether tangible or electronic), letters of credit, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), securities and all other investment property, general intangibles (including all payment intangibles), Intellectual Property (as defined below), money, deposit accounts, and any other contract rights or rights to the payment of money; and

1.2 all Proceeds (as defined in Section 9-102 of the Uniform Commercial Code as in effect from time to time in the State of Michigan (the "UCC")) and products of each of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to Company from time to time with respect to any of the foregoing.

CONFIDENTIAL

"Intellectual Property" means the intellectual property set forth on Exhibit I and all other intellectual and similar property of every kind and nature now owned or hereafter acquired by any Company, including inventions, designs, patents, copyrights, licenses, trademarks, internet domain names, trade secrets, confidential or proprietary technical and business information, protocols, know-how, show-how or other proprietary data or information, the intellectual property rights in software and databases and related documentation, computer programming code, source code, level system documentation, and comments and procedural code (such as job control language).

2. SECURITY FOR OBLIGATIONS. The Collateral secures the due and prompt payment of the marketing funds and all other monetary obligations of Company under or in respect of the Purchase Agreement, when and as due (collectively, the "Secured Obligations").

3. FURTHER ASSURANCES.

3.1 Additional Documents.

(a) Company shall, from time to time, as may be required by FUJIFILM with respect to all Collateral, take all actions as may be reasonably requested by FUJIFILM to perfect the security interest of FUJIFILM in the Collateral.

3.2 Financing Statements.

(a) Company hereby authorizes FUJIFILM to file one or more UCC financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral, without the signature of Company to the extent permitted by law.

3.3 No Sales or Encumbrances.

(a) The Company will not sell, offer to sell, dispose of, convey, assign, license or otherwise transfer any Collateral or any interest therein. The Company will not grant any option with respect to, restrict, or grant, create, permit or suffer to exist any mortgage, pledge, lien, security interest, option, right of first offer, encumbrance or other restriction or limitation of any nature whatsoever on, any of the Collateral or any interest therein except with the prior written consent of the FUJIFILM. However, the prior written consent of FUJIFILM shall not be required if:

(i) Company sells or disposes of inventory or obsolete equipment in the ordinary course of business, or utilizes monetary assets to pay expenses incurred in Company's ordinary course of business (including but not limited to, payroll costs, taxes, insurance premiums, and cost of products) provided that Company is not in default, or issues non-exclusive licenses to use Company's trademarks for marketing or promotional purposes; or

(ii) Company desires to enter into a transaction to raise investment in an amount that is no greater than five million dollars (\$5,000,000.00) or no greater than twenty percent (20%) of the Company's equity (whichever value

is less), provided that a condition of the transaction is that (1) the Company's obligations under the Purchase Agreement and Security Agreement would continue, unless termination of the Purchase Agreement is permitted by Section 1.2(e) of the Purchase Agreement, or (2) proceeds from the sale would be used to immediately pay off the Company's Secured Obligations to FUJIFILM in full and Company relinquishes its right to future Marketing Funds pursuant to Exhibit D of the Purchase Agreement; or

(iii) Company desires to enter into a transaction to sell the Company or raise investment in an amount that is greater than five million dollars (\$5,000,000.00) or greater than twenty percent (20%) of the Company's equity (whichever value is less), provided that a condition of the transaction is that proceeds from the sale or investment would be used to immediately pay off the Company's Secured Obligations to FUJIFILM in full and Company relinquishes its right to future Marketing Funds pursuant to Exhibit D of the Purchase Agreement.

(b) Company shall be permitted to continue to issue stock option grants to Company's employees and contractors without FUJIFILM's prior consent, and Company's employees and contractors shall be permitted to exercise their stock option grants pursuant to the terms of the grant without FUJIFILM's prior consent.

#### 3.4 Intellectual Property.

(a) The Company represents, warrants and covenants that (i) it owns the Intellectual Property listed in Exhibit I and such Intellectual Property is all of the Intellectual Property currently used by the Company in its operations and (ii) the Company will maintain and protect its Intellectual Property.

(b) The Company will not permit to lapse or become abandoned any Intellectual Property used and operated by the Company. Company shall inform FUJIFILM of any pending or future litigation or administrative proceeding with respect to such Intellectual Property.

4. FUJIFILM'S DUTIES. The powers conferred on FUJIFILM hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for monies actually received by it hereunder, FUJIFILM shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Collateral. Upon full and complete payment and performance of all of the Secured Obligations, FUJIFILM shall release the Collateral of the liens created and granted under this Agreement and execute and deliver to Company such documents as Company shall reasonably request to evidence such release.

CONFIDENTIAL

5. EVENTS OF DEFAULT. The occurrence of any default of the Company's obligations under the Purchase Agreement shall constitute an "Event of Default" under this Security Agreement.

6. REMEDIES. If any Event of Default shall have occurred and be continuing:

6.1 FUJIFILM shall have and may exercise from time to time all of the rights and remedies: (i) provided for in this Agreement; (ii) provided in the Purchase Agreement ; (iii) afforded to a secured party under the UCC as in effect in the State of Michigan or in any other State in which any of the Collateral is located; or (iv) otherwise available at law or in equity, including, without limitation, the right to take possession of, hold, collect, sell, lease, deliver, grant options to purchase or otherwise liquidate or dispose of all or any portion of the Collateral.

6.2 If Company does not pay any remaining unpaid balance of the Marketing Funds immediately after Company's default, as required by Section 1.2 of the Purchase Agreement, FUJIFILM shall subsequently have the right to take immediate possession of the Collateral and (i) to require Company to assemble the Collateral, at Company's expense, and make it available to FUJIFILM at a place designated by FUJIFILM that is reasonably convenient to both parties, and (ii) to enter any of the premises of Company or wherever any of the Collateral shall be located, and to keep and store the same on such premises until sold or otherwise realized upon (and if such premises are the property of Company, Company agrees not to charge FUJIFILM for storage thereof).

6.3 FUJIFILM shall have the right to sell or otherwise dispose of all or any Collateral at public or private sale or sales, with such notice as may be required by law, all as FUJIFILM, in its sole discretion, may deem advisable. Company agrees that thirty (30) days written notice to Company of any public or private sale or other disposition of such Collateral shall be reasonable notice thereof, and such sale shall be at such locations as FUJIFILM may designate in such notice.

7. GOVERNING LAW. This Agreement and the Ancillary Agreements shall be governed by the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

8. WAIVER OF JURY TRIAL AND COUNTERCLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED-FOR CONSIDERATION, EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT, THE PURCHASE AGREEMENT, OR A PARTY'S CONDUCT IN RESPECT OF ANY OF THE FOREGOING.

9. MISCELLANEOUS.

CONFIDENTIAL

9.1 Amendment. This Agreement, including the provisions of this Section, may not be amended or modified except by written amendment to this Agreement signed by the Parties.

9.2 Construction. The paragraph and section headings in this Agreement are solely for convenience and shall not be deemed to limit or otherwise affect the meaning or construction of any part of this Agreement. This document shall be construed without regard to any presumption or rule requiring construction against the Party causing such document or any portion thereof to be drafted. Any pronoun used herein shall be deemed to cover all genders. The terms "include", "including" and similar terms shall be construed as if followed by the phrase "without being limited to." The term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision or section of this Agreement. An Event of Default shall "continue" or be "continuing" until such Event of Default has been waived in writing by FUJIFILM or fully cured.

9.3 Savings Clause. If any provision or provisions of this Agreement shall be unlawful, then such provision or provisions shall be null and void, but the remainder of the Agreement shall remain in full force and effect and be binding on the Parties.

9.4 Counterparts. This Agreement may be validly executed and delivered by fax or other electronic transmission and in one or more counterpart signature pages by different signatories thereto.

9.5 Notice. Any notice may be given in the manner prescribed and at the address(es) set forth for notices in the Purchase Agreement.

9.6 Costs and Expenses. All costs and expenses, including, without limitation, fees and disbursements of attorneys, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

9.7 Waiver. The waiver, express or implied, by either Party of any right hereunder shall not constitute a waiver of any other right. Any such waiver must be in writing and shall not operate as a waiver of, or estoppel with respect to, any subsequent default.

9.8 Entire Agreement. This Agreement and the Purchase Agreement constitutes the entire agreement of the Parties and supersede all prior agreements and understandings between the Parties relating to the subject matter hereof.

10. TERMINATION UPON REPAYMENT OF MARKETING FUNDS. This Agreement shall automatically terminate upon FUJIFILM's receipt of full payment of the Secured Obligations in readily available funds and the termination of FUJIFILM's commitment to provide additional Marketing Funds due to Company relinquishing its right to additional Marketing Funds

CONFIDENTIAL

pursuant to Exhibit D of the Purchase Agreement. Upon such termination, all rights to the Collateral shall immediately revert to Company and FUJIFILM shall take all such action as may be required to release and terminate the security interests, liens, transfers, grants of power, and assignments created, provided or effectuated in this Agreement as soon as is reasonably possible, but in no event longer than thirty (30) days after the termination date as described in this Section 10.

[The remainder of this page is intentionally left blank.]



CONFIDENTIAL

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement by their respective duly authorized representatives as of the Effective Date.

COMPANY:

COLLAGE.COM, INC.

By: Joe Golden

Name: Joe Golden

Title: Co-CEO

FUJIFILM:

FUJIFILM NORTH AMERICA CORPORATION

By: Masato Yamamoto

Name: MASATO YAMAMOTO

Title: President and CEO

161104b5

7

TRADEMARK  
REEL: 005982 FRAME: 0370

## ADDENDUM TO SECURITY AGREEMENT

This Addendum to the Security Agreement dated as of November 7, 2016 by and between Collage.com, Inc., a Delaware corporation ("Collage.com") and FUJIFILM North America Corporation, a New York corporation ("FUJIFILM") clarifies an ambiguity in the Security Agreement. Collage.com and FUJIFILM are referred to herein together as the "Parties."

Section 1.2(b) of the Purchase Agreement between Collage.com and FUJIFILM dated as of November 7, 2016 provides that Collage.com has 60 days after written notice of a breach to remediate the breach before FUJIFILM can terminate the Purchase Agreement pursuant to Section 1.2(b).

Section 5 of the Security Agreement between Collage.com and FUJIFILM dated as of November 7, 2016 states that a default of the Company's obligations under the Purchase Agreement constitutes an "Event of Default" under the Security Agreement. Section 6 of the Security Agreement states that if any Event of Default shall have occurred and it is continuing, FUJIFILM may exercise its rights under the Security Agreement.

Both Parties understand this language to mean that Collage.com has 60 days after notice to remedy a breach under the Purchase Agreement before an "Event of Default" occurs under the Security Agreement.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement by their respective duly authorized representatives as of the Effective Date.

COMPANY:

COLLAGE.COM, INC.

By: Joe Golden  
Name: Joe Golden  
Title: Co-CEO

FUJIFILM:

FUJIFILM NORTH AMERICA CORPORATION

By: Masato Yamamoto  
Name: Masato Yamamoto  
Title: President and CEO

CONFIDENTIAL

Exhibit 1  
Intellectual Property

Trademarks

Registration Number 4894604, Registration Date 2/2/2016  
"One-Click Photo Book": Standard character mark

Registration Number 4388045, Registration Date 8/20/2013  
Collage.com Heart Logo Design (pink, green, blue, yellow)

Registration Number 4342257, Registration Date 5/28/2013  
Collage.com Logo Design (Collage.com design with pink, green, blue & yellow "o")

Registration Number 3974487, Registration Date 6/7/2011  
"Scrapwalls" Logo Design (Word "Scrapwalls" composed of blue and green squares/triangles)

Patents

Patent # 8,976,198, Date: 3/10/2015  
"Method, system and computer program for creating shape collages."  
Inventors: Borders, Kevin R.; Golden, Joseph M.

Patent # 9,275,479, Date: 3/1/2016  
"Method, system and computer program product for creating collages that visually represent a particular shape or group of shapes."  
Inventors: Borders, Kevin R.; Golden, Joseph M.

Patent Application # 15/158,663, Date: 5/19/2016  
"Method, system and computer program product for arranging content in a plurality of regions to obtain a content-aware layout"

Source Code

Source code to Collage.com website and mobile applications

161104b5

8