

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423143

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAR Investment Partners, L.P.		08/18/2016	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	IP Successor Fund 21 L.P.		
Street Address:	79 Wellington St W #3000		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5K 1N2		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4012947	LEGEND 3D	
Registration Number:	4363389	STEREO WORKS	
Registration Number:	4360099	STEREO WORKS	
Registration Number:	4466591	L3D	
Registration Number:	4951001	LEGEND	
Registration Number:	4972298	LEGEND FX	
Registration Number:	4972296	LEGEND 3D	
Registration Number:	4972297	LEGEND VR	
CORRESPONDENCE DATA			
Fax Number:	80091442		
<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:	614-280-3568		
Email:	John.Salvage@wolterskluwer.com		
Correspondent Name:	CT Corporation System		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Lara Adoumie		

OP \$215.00 4012947

SIGNATURE:	/Lara Adoumie/
DATE SIGNED:	04/10/2017
Total Attachments: 5 source=Trademark#page1.tif source=Trademark#page2.tif source=Trademark#page3.tif source=Trademark#page4.tif source=Trademark#page5.tif	

**NOTICE OF ASSIGNMENT OF
GRANT OF SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF ASSIGNMENT OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice of Assignment") is made as of August 18, 2016, by PAR Investment Partners, L.P., a Delaware limited partnership, as Assignor ("Assignor") in favor of IP Successor Fund 21 L.P., as successor Agent ("Assignee").

WHEREAS, Assignor holds security interests in the trademarks identified on Schedule I attached hereto in connection with certain loans and other financial accommodations made pursuant to the Amendment and Restatement Note Agreement dated as of May 21, 2014 (the "Note Agreement") by and between the Assignor, Legend3D, Inc., a California corporation (the "Company"), Northwater Intellectual Property Fund L.P. 3A, a Delaware limited partnership ("Northwater"), Augustus Ventures Limited, a British Virgin Islands corporation ("Augustus Ventures"), and Augustus Investments USA Limited, a British Virgin Islands corporation ("Augustus Investments," and together with Augustus Ventures, Assignor and Northwater, collectively, the "Lenders");

WHEREAS, the Company and the Assignor, in its capacity as collateral agent (the "Collateral Agent"), entered into a Security Agreement dated as of May 21, 2014 (the "Security Agreement");

WHEREAS, pursuant to the Amended and Restated Collateral Agency Agreement (the "Collateral Agency Agreement" and together with the Note Agreement and the Security Agreement, the "Transaction Documents"), by and between the Company and the Lenders dated as of August 26, 2014, the Assignor resigned as Collateral Agent and Northwater accepted the appointment to replace the Assignor as Collateral Agent;

WHEREAS, the assignment of the security interest in the trademarks identified on Schedule I from the Assignor to Northwater was not recorded with the United States Patent and Trademark Office at the time of Northwater's appointment and assumption of the duties as the Collateral Agent;

WHEREAS, effective as of the August 18, 2016, Northwater transferred the debt securities issued pursuant to the Note Agreement and its rights under the Transaction Documents, and resigned as Collateral Agent under the Transaction Documents and has no further obligations under any of the Transaction Documents in such capacity;

WHEREAS, pursuant to that certain Collateral Agent Appointment Letter dated as of August 18, 2016 between the Lenders, the Company and the Assignee, Northwater appointed the Assignee as Collateral Agent under the Transaction Documents and Assignee has accepted and assumed all of Northwater's right, title and interest in, to and under the Transaction Documents; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, this will confirm that (A) Assignor has assigned and transferred to Northwater, as successor to Assignor, all right, title and interest of Assignor in its capacity as Collateral Agent, pursuant to the Transaction Documents, in and to the trademarks identified in Schedule I attached hereto, and (B) that Northwater has transferred to Assignee, all right, title and interest it had been assigned, pursuant to the Transaction Documents, in and to the trademarks identified in Schedule I attached hereto.

IN WITNESS WHEREOF, the Assignor has caused this Notice of Assignment to be duly executed by its officer thereunto duly authorized as of the day and year first written above.

PAR Investment Partners, L.P., as Assignor

By: PAR Group, L.P., as its general partner

By: PAR Capital Management, Inc., as its general partner

By: *SM*
Name: **Steven M. Smith**
Title: **Chief Operating Officer and General Counsel**

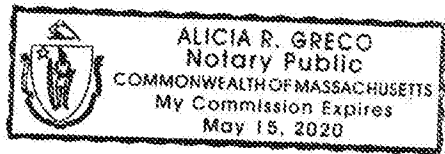
COMMONWEALTH OF MASSACHUSETTS)

) ss:

COUNTY OF SUFFOLK)

On the 3 day of April, in the year 2017, before me, the undersigned, personally appeared Steven Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Alicia R. Greco
Notary Public



ACKNOWLEDGED AND AGREED

IP SUCCESSOR FUND 21 L.P., as Assignee
By: Lake Bridge Capital Inc. (f/k/a Northwater IP 3 GP Inc.)
Its: General Partner

By: *Shardans*

Name:

Title:

By: *Joe Coshin*

Name:

Title:

NORTHWATER INTELLECTUAL PROPERTY FUND L.P. 3A
By: Lake Bridge Capital Inc. (f/k/a Northwater IP 3 GP Inc.)
Its: General Partner

By: *Shardans*

Name:

Title:

By: *Joe Coshin*

Name:

Title:

SCHEDULE I

Trademarks

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