

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463093

| | | | |
|---|---------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| DAZ PRODUCTIONS, INC. | | 02/22/2018 | Corporation: DELAWARE |
| DG HOLDINGS, INC. | | 02/22/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SILICON VALLEY BANK | | |
| Street Address: | 3003 TASMAN DRIVE | | |
| Internal Address: | HF 150 | | |
| City: | SANTA CLARA | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95054 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4013208 | DIGIMI | |
| Registration Number: | 3845213 | BRYCE | |
| Registration Number: | 3845216 | DAZ | |
| Registration Number: | 4448187 | GENESIS | |
| Registration Number: | 3845215 | MIMIC | |
| Serial Number: | 86738077 | MORPH 3D | |
| Registration Number: | 3845210 | VICTORIA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <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: | 202-370-4750 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | Joanna McCall | | |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 | | |
| Address Line 2: | COGENCY GLOBAL INC. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | F175657 | | |

OP \$190.00 4013208

| | |
|---|---------------|
| NAME OF SUBMITTER: | Andrew Nash |
| SIGNATURE: | /Andrew Nash/ |
| DATE SIGNED: | 02/23/2018 |
| Total Attachments: 10 source=E.2 - Closing Copy - IP Security Agreement - DAZ#page1.tif source=E.2 - Closing Copy - IP Security Agreement - DAZ#page2.tif source=E.2 - Closing Copy - IP Security Agreement - DAZ#page3.tif source=E.2 - Closing Copy - IP Security Agreement - DAZ#page4.tif source=E.2 - Closing Copy - IP Security Agreement - DAZ#page5.tif source=E.2 - Closing Copy - IP Security Agreement - DAZ#page6.tif source=E.2 - Closing Copy - IP Security Agreement - DAZ#page7.tif source=E.2 - Closing Copy - IP Security Agreement - DAZ#page8.tif source=E.2 - Closing Copy - IP Security Agreement - DAZ#page9.tif source=E.2 - Closing Copy - IP Security Agreement - DAZ#page10.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of February 22, 2018, by and between (i) **SILICON VALLEY BANK** (“Bank”) and (ii) **DAZ PRODUCTIONS, INC.**, a Delaware corporation, and **DG HOLDINGS, INC.**, a Delaware corporation (each and together, jointly and severally, “Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the “Loans”) to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (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). 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 its Intellectual Property constituting Collateral (collectively, the “Intellectual Property Collateral”) to secure the obligations of Grantor to Bank.

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 Intellectual Property 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 the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral, including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, Intellectual Property Collateral does not include any “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use or amendment to allege use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such “intent-to-use” trademarks would be contrary to applicable law.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed

counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

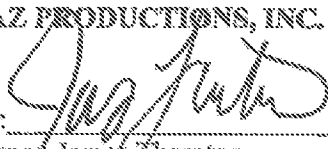
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

[Signature page follows]

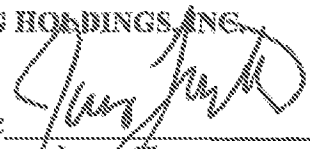
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

DAZ PRODUCTIONS, INC.

By: 
Name: James Thornton
Title: President and Chief Executive Officer

DG HOLDINGS, INC.

By: 
Name: James Thornton
Title: President and Chief Executive Officer

BANK:

SILICON VALLEY BANK

By: 
Name:
Title:

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006277 FRAME: 0899

EXHIBIT A

Copyrights

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|---|---|---|
| DAZ Studio - Unregistered software platform | N/A | N/A |
| Morph Lab - Unregistered software platform | N/A | N/A |
| Cararra - Unregistered software platform | N/A | N/A |
| Bryce - Unregistered software platform | N/A | N/A |
| Hexagon - Unregistered software platform | N/A | N/A |
| Bryce 4 (CA) & 4 other titles | | |
| Bryce 4 (US) | TX5454341 | |
| Bryce 5 (CA) | | |
| Bryce 5 (US) | TX5451061 | |
| Mr. Finnegan's giving chest | TX6348659 | |

EXHIBIT B

Patents

| <u>Current Owner</u> | <u>Title</u> | <u>Country</u> | Type and Status | Application, Publication and/or Patent Number | Filing Date Publication Date Grant Date Expiration Date |
|----------------------|--|----------------|-----------------------------------|---|---|
| DG Holdings, Inc. | FAST TRANSMISSION OF GRAPHIC OBJECTS | USA | Utility ORG (Patent) Issued | 09/209,385 6351267 | Filing Date: 12/10/1998 Grant Date: 02/26/2002 Exp. Date: 12/10/2018 |
| DG Holdings, Inc. | SIMPLIFIED ON-LINE PREPARATION OF DYNAMIC WEB SITES | USA | Utility ORG (Patent) Issued | 09/289,689 6313835 | Filing Date: 04/09/1999 Grant Date: 11/06/2001 Exp. Date: 04/09/2019 |
| DG Holdings, Inc. | APPARATUS AND METHOD FOR EFFICIENT ANIMATION OF BELIEVABLE SPEAKING 3D CHARACTERS IN REAL TIME | USA | Utility ORG (Patent) Issued | 7,663,628 | Issue date: 2/16/210 |
| DG Holdings, Inc. | PORTABLE AND PERSISTENT VIRTUAL IDENTITY SYSTEMS AND METHODS | USA | Prov ORG (Patent) Pending | 62/415,023 | Filing Date: 10/31/2016 |
| DG Holdings, Inc. | PORTABLE AND PERSISTENT VIRTUAL IDENTITY SYSTEMS AND METHODS | USA | Utility NPREG (Patent) Pending | 15/797,913 | Filing Date: 10/30/2017 |
| DG Holdings, Inc. | PORTABLE AND PERSISTENT VIRTUAL IDENTITY | PCT | Utility ORG (Patent) Pending | PCT/US17/059083 | Filing Date: 10/30/2017 |

| <u>Current Owner</u> | <u>Title</u> | <u>Country</u> | <u>Type and Status</u> | <u>Application, Publication and/or Patent Number</u> | <u>Filing Date Publication Date Grant Date Expiration Date</u> |
|----------------------|---|----------------|---|--|--|
| | SYSTEMS AND METHODS | | | | |
| DG Holdings, Inc. | VIRTUAL ASSET MAP AND INDEX GENERATION SYSTEMS AND METHODS | USA | Prov ORG (Patent) Pending | 62/415,835 | Filing Date: 11/01/2016 |
| DG Holdings, Inc. | VIRTUAL ASSET MAP AND INDEX GENERATION SYSTEMS AND METHODS | USA | Utility NPREG (Patent) Pending | 15/797,926 | Filing Date: 10/30/2017 |
| DG Holdings, Inc. | TRANSFERRABLE BETWEEN STYLES VIRTUAL IDENTITY SYSTEMS AND METHODS | USA | Prov ORG (Patent) Pending | 62/415,029 | Filing Date: 10/31/2016 |
| DG Holdings, Inc. | TRANSFERRABLE BETWEEN STYLES VIRTUAL IDENTITY SYSTEMS AND METHODS | USA | Utility NPREG (Patent) Pending | 15/797,931 | Filing Date: 10/30/2017 |
| DG Holdings, Inc. | COMPARATIVE VIRTUAL ASSET ADJUSTMENT SYSTEMS AND METHODS | USA | Prov ORG (Patent) Pending | 62/415,808 | Filing Date: 11/01/2016 |
| DG Holdings, Inc. | COMPARATIVE VIRTUAL ASSET ADJUSTMENT SYSTEMS AND METHODS | USA | Utility NPREG (Patent) Pending | 15/798,173 | Filing Date: 10/30/2017 |
| DG Holdings, Inc. | MULTI-LAYERED DEPTH AND VOLUME PRESERVATION OF STACKED MESHES | USA | Prov ORG (Patent) Pending | 62/415,881 | Filing Date: 11/01/2016 |
| DG Holdings, Inc. | MULTILAYER DEPTH AND VOLUME PRESERVATION OF | USA | Utility NPREG (Patent) | 15/799,782 | Filing Date: 10/31/2017 |

| <u>Current Owner</u> | <u>Title</u> | <u>Country</u> | Type and Status | Application, Publication and/or Patent Number | Filing Date Publication Date Grant Date Expiration Date |
|----------------------|----------------|----------------|-----------------|---|--|
| | STACKED MESHES | | Pending | | |

EXHIBIT C

Trademarks

| <u>Mark</u> | <u>Country</u> | <u>Status</u> | <u>Owner</u> | <u>Filing Date</u> | <u>Registration Date</u> | <u>Serial Number</u> | <u>Registration Number</u> |
|--|----------------|---------------|-----------------------|--------------------|--------------------------|----------------------|----------------------------|
| DIGIMI | USA | Registered | DAZ Productions, Inc. | 2/8/2010 | 8/16/2011 | 77/930,897 | 4013208 |
| BRYCE | USA | Registered | DAZ Productions, Inc. | 02/17/2010 | 09/07/2010 | 77/937,850 | 3845213 |
| DAZ | USA | Registered | DAZ Productions, Inc. | 02/17/2010 | 09/07/2010 | 77/938,037 | 3845216 |
| GENESIS | USA | Registered | DAZ Productions, Inc. | 07/01/2011 | 12/10/2013 | 85/362,152 | 4448187 |
| MIMIC | USA | Registered | DAZ Productions, Inc. | 02/17/2010 | 09/07/2010 | 77/937,959 | 3845215 |
| MORPH 3D AND DESIGN  MORPH 3D | USA | Published | DAZ Productions, Inc. | 08/26/2015 | | 86/738,077 | |
| VICTORIA | USA | Registered | DAZ Productions, Inc. | 02/17/2010 | 09/07/2010 | 77/937,617 | 3845210 |

EXHIBIT D

Mask Works

None.