TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WOODMAN LABS, INC.		12/21/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Administrative Agent
Street Address:	500 Stanton Christiana Road, Ops 2
Internal Address:	JPMorgan Chase Bank, Loan and Agency Services Group
City:	Newark
State/Country:	DELAWARE
Postal Code:	19713
Entity Type:	CORPORATION: UNKNOWN

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4218492	BACPAC
Registration Number:	3001335	CINEFORM
Registration Number:	3032989	GOPRO
Registration Number:	3308141	HERO
Registration Number:	4218457	YOU IN HD
Serial Number:	85197811	YOU IN 3D
Serial Number:	85722074	PROTUNE

CH $190.00 4218492

CORRESPONDENCE DATA

Fax Number: 6504936811

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 650-496-7543

Email: nbouch@wsgr.com

Correspondent Name: WSGR, c/o Nancy Bouch, Senior Paralegal

Address Line 1:	650 Page Mill Road
Address Line 2:	FH 2-1 P10
Address Line 4:	Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	32911.043
NAME OF SUBMITTER:	Nancy Bouch
Signature:	/s/Nancy Bouch
Date:	12/21/2012

Total Attachments: 10
source=Project Grenadine -- Trademark Security Agreement (Executed)_(palib2_6139647_2)#page1.tif
source=Project Grenadine -- Trademark Security Agreement (Executed)_(palib2_6139647_2)#page2.tif
source=Project Grenadine -- Trademark Security Agreement (Executed)_(palib2_6139647_2)#page3.tif
source=Project Grenadine -- Trademark Security Agreement (Executed)_(palib2_6139647_2)#page4.tif
source=Project Grenadine -- Trademark Security Agreement (Executed)_(palib2_6139647_2)#page5.tif
source=Project Grenadine -- Trademark Security Agreement (Executed)_(palib2_6139647_2)#page6.tif
source=Project Grenadine -- Trademark Security Agreement (Executed)_(palib2_6139647_2)#page7.tif
source=Project Grenadine -- Trademark Security Agreement (Executed)_(palib2_6139647_2)#page8.tif
source=Project Grenadine -- Trademark Security Agreement (Executed)_(palib2_6139647_2)#page9.tif
source=Project Grenadine -- Trademark Security Agreement (Executed)_(palib2_6139647_2)#page10.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "***Agreement***"), is entered into as of December 21, 2012 by WOODMAN LABS, INC., D/B/A GOPRO, a Delaware corporation (the "***Borrower***") and each Guarantor listed on Schedule II hereto (collectively, the "***Guarantors***," and together with the Borrowers, the "***Grantors***"), in favor of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as administrative agent for the benefit of itself and the other Secured Parties (as such term is defined in the Security Agreement referred to below) (in such capacity, and together with its successors in such capacity, the "***Administrative Agent***").

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of December 21, 2012 (as amended from time to time, the "***Security Agreement***") in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Lenders a lien on and a security interest in and to all of its right, title and interest in, to and under all:

(a) Trademarks for which registrations or applications for registration are listed on Schedule I attached hereto;

(b) Goodwill associated with such Trademarks; and

(c) Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS

WOODMAN LABS, INC., D/B/A GOPRO

By:_____
Name:
Title:

CINEFORM INC.

By:_____
Name:
Title:

[Signature Page to Trademark Security Agreement]

Schedule I

Trademarks and Trademark Applications

Trademark Status Report (by mark)

Trademark	*Country*	*Class*	*App. Date*	*App. No.*	*Reg. Date*	*Reg. No.*	*Status*
AFTER PARTY	Australia	09	2/1/2010	1343083	5/26/2010	1343083	Registered - DNR
AFTER PARTY	China	09	2/3/2010	8048026	6/7/2011	8048026	Registered - DNR
AFTER PARTY	European Union	09; 40; 41	2/1/2010	008848831	8/18/2010	008848831	Registered - DNR
AFTER PARTY	Hong Kong	09	2/3/2010	301536255	2/3/2010	301536255	Registered - DNR
AFTER PARTY	Japan	09	2/2/2010	2010006929	9/3/2010	5350854	Registered - DNR
AFTER PARTY	Switzerland	09; 40; 41; 42	1/30/2010	509572010	8/5/2010	603519	Registered - DNR
BACPAC	Australia	09	5/26/2011	1427224	8/20/2012	1427224	Registered
BACPAC	Brazil	09	5/26/2011	831060905			Published
BACPAC	Canada	09	5/27/2011	1529439	10/23/2012	TMA834840	Registered
BACPAC	China	09	5/30/2011	9529525	7/28/2012	9529525	Registered
BACPAC	European Union	09; 40; 41	5/26/2011	009999152			Opposed
BACPAC	Hong Kong	09	5/27/2011	301929916	3/6/2012	301929916	Registered
BACPAC	Japan	09	5/27/2011	2011036323	6/22/2012	5502834	Registered
BACPAC	Switzerland	09; 40; 41; 42	5/26/2011	563132011	9/7/2011	619827	Registered
BACPAC	United States	09	11/29/2010	85186304	10/2/2012	4218492	Registered
CINEFORM	United States	09	5/11/2004	78416985	9/27/2005	3001335	Registered
GOPRO	Argentina	09	9/27/2011	3118239			Published
GOPRO	Argentina	40	9/27/2011	3118240			Published
GOPRO	Argentina	41	9/27/2011	3118241			Published
GOPRO	Australia	09	3/14/2008	1229838	3/14/2008	1229838	Registered
GOPRO	Bolivia	09	9/16/2011	SM49492011			Published
GOPRO	Bolivia	40	9/27/2011	SM51562011			Published
GOPRO	Bolivia	41	9/16/2011	SM49482011			Published
GOPRO	Brazil	09	6/3/2011	831068078			Published

TRADEMARK
REEL: 004927 FRAME: 0325

Trademark	Country	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status
GOPRO	Brazil	35	6/3/2011	831068086			Published
GOPRO	Canada	CG	3/25/2008	1388424	4/15/2011	TMA795720	Registered
GOPRO	Cayman Islands	09; 40; 41	3/13/2008	CT6750368	10/24/2008	CT6750368	Registered
GOPRO	Chile	09	9/23/2011	971198			Published
GOPRO	Chile	40; 41	9/23/2011	971199			Published
GOPRO	China	09	4/17/2008	6666623			Pending
GOPRO	Colombia	09	1/24/2012	12009822	6/7/2012	450310	Registered
GOPRO	Colombia	40	1/24/2012	12009823	6/7/2012	450311	Registered
GOPRO	Colombia	41	1/24/2012	12009826	6/7/2012	450312	Registered
GOPRO	Croatia	09; 40; 41	9/8/2011	Z20111577	5/31/2012	Z20111577	Registered
GOPRO	European Union	09; 40; 41	3/13/2008	006750368	10/24/2008	006750368	Registered
GOPRO	Fiji	08	10/5/2011	7772011	10/5/2011	7772011	Registered
GOPRO	Hong Kong	09	4/14/2008	301092212	4/14/2008	301092212	Registered
GOPRO	Iceland	40; 41	9/7/2011	25352011	4/2/2012	3502012	Registered
GOPRO	Israel	09; 40; 41	9/7/2011	240445			Pending
GOPRO	Japan	09	3/14/2008	2008019376	9/26/2008	5169431	Registered
GOPRO	Kuwait	09	9/8/2011	123618	6/21/2012	100962	Registered
GOPRO	Kuwait	40	9/8/2011	123619			Published
GOPRO	Kuwait	41	9/8/2011	123620			Published
GOPRO	Lebanon	09; 40; 41	11/23/2011	139168	11/23/2011	139168	Registered
GOPRO	Mexico	09	10/4/2011	1217168			Pending
GOPRO	Mexico	40	10/4/2011	1217170			Pending
GOPRO	Mexico	41	10/4/2011	1217171			Pending
GOPRO	New Zealand	09	3/13/2008	785868	3/13/2008	785868	Registered
GOPRO	Norway	09; 40; 41	9/8/2011	201110279	1/18/2012	263455	Registered
GOPRO	Peru	09	9/22/2011	468267	12/27/2011	183100	Registered
GOPRO	Peru	40	9/22/2011	468269	1/13/2012	70081	Registered
GOPRO	Peru	41	9/22/2011	468271	2/10/2012	70346	Registered
GOPRO	Philippines	09; 40; 41	9/8/2011	42011501341	12/29/2011	42011501341	Registered

Trademark	Country	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status
GOPRO	Puerto Rico	09	9/26/2011	78006			Pending
GOPRO	Puerto Rico	40	9/26/2011	78007			Pending
GOPRO	Puerto Rico	41	9/26/2011	78010			Pending
GOPRO	Russia	09; 40; 41	9/15/2011	2011730657	10/8/2012	472522	Registered
GOPRO	Serbia	09; 40; 41	9/23/2011	Z13782011			Published
GOPRO	Singapore	09; 40; 41	9/7/2011	T1112288C	10/12/2012	T1112288C	Registered
GOPRO	South Africa	09	9/9/2011	201122460			Published
GOPRO	South Africa	40	9/9/2011	201122461			Published
GOPRO	South Africa	41	9/9/2011	201122462			Published
GOPRO	South Korea	09; 40; 41	9/2/2008	4520080003744	2/12/2010	450030361	Registered
GOPRO	Switzerland	09; 40; 41; 42	3/13/2008	534192008	10/29/2008	578570	Registered
GOPRO	Taiwan	09; 40; 41	9/7/2011	100046028			Pending
GOPRO	Turkey	09; 40; 41	9/21/2011	201174702			Published
GOPRO	United Arab Emirates	09	9/8/2011	162261	4/30/2012	162261	Registered
GOPRO	United Arab Emirates	40	9/8/2011	162262			Pending
GOPRO	United Arab Emirates	41	9/8/2011	162260			Published
GOPRO	United States	09	2/17/2004	78369572	12/20/2005	3032989	Registered
GOPRO	Uruguay	09; 40; 41	9/21/2011	427435			Pending
GOPRO	Venezuela	09	11/17/2011	212622011			Published
GOPRO	Venezuela	40	11/17/2011	212642011			Published
GOPRO	Venezuela	41	11/17/2011	212632011			Published
GOPRO (stylized)	Brazil	09	6/3/2011	831068108			Published
GOPRO (stylized)	Brazil	35	6/3/2011	831068094			Published
GOPRO (Trade Name)	Cayman Islands	NA					Pending
GOPRO.XXX (Blocking Domain)	United States	NA					Registered
HD HERO	European Union	09	9/14/2011	010263507			Opposed
HD HERO	Germany	09	11/3/2011	302011058 597009	11/15/2011	302011058597	Opposed
HD HERO BY GOPRO	Venezuela	09	11/29/2011	220492011			Published
HD HERO BY GOPRO	Venezuela	40	11/29/2011	200502011			Published

Trademark	Country	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status
HD HERO BY GOPRO	Venezuela	41	11/29/2011	200512011			Published
HD HERO NAKED	China	09	7/12/2011	9707554			Published
HERO	Argentina	09	9/27/2011	3118236			Published
HERO	Argentina	40	9/27/2011	3118237			Published
HERO	Argentina	41	9/27/2011	3118238			Published
HERO	Australia	09	3/14/2008	1229839	3/14/2008	1229839	Registered
HERO	Bolivia	09	9/16/2011	SM49502011			Published
HERO	Bolivia	40	9/27/2011	SM51552011			Published
HERO	Bolivia	41	9/16/2011	SM49472011			Published
HERO	Brazil	09	9/6/2011	831208090			Opposed
HERO	Brazil	40	9/6/2011	831208112			Published
HERO	Brazil	41	9/6/2011	831208104			Opposed
HERO	Canada	CG	3/25/2008	1388425	4/20/2011	TMA796001	Registered
HERO	Chile	09	9/23/2011	971200			Published
HERO	Chile	40; 41	9/23/2011	971201			Published
HERO	China	09	4/17/2008	6666632	11/7/2010	6666632	Registered
HERO	Croatia	09; 40; 41	9/8/2011	Z20111576	5/31/2012	Z20111576	Registered
HERO	European Union	09	3/13/2008	006750376	9/21/2012	006750376	Registered
HERO	Fiji	08	10/5/2011	7762011	10/5/2011	7762011	Registered
HERO	Hong Kong	09	4/14/2008	301092221	4/14/2008	301092221	Registered
HERO	Iceland	09; 40; 41	9/7/2011	25362011	10/3/2011	8952011	Registered
HERO	Israel	09; 40; 41	9/7/2011	240446			Pending
HERO	Japan	09	3/14/2008	2008019362	4/10/2009	5222743	Registered
HERO	Kuwait	09	9/8/2011	123615	6/21/2012	100960	Registered
HERO	Kuwait	40	9/8/2011	123616	6/21/2012	100961	Registered
HERO	Kuwait	41	9/8/2011	123617			Published
HERO	Lebanon	09; 40; 41	11/23/2011	139169	11/23/2011	139169	Registered
HERO	Mexico	09	10/4/2011	1217155			Pending
HERO	Mexico	40	10/4/2011	1217158			Pending

Trademark	Country	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status
HERO	Mexico	41	10/4/2011	1217161			Pending
HERO	New Zealand	09	3/13/2008	785869	3/13/2008	785869	Registered
HERO	Norway	09; 40; 41	9/8/2011	201110278	1/18/2012	263454	Registered
HERO	Peru	09	9/22/2011	468268			Published
HERO	Peru	40	9/22/2011	468270	1/13/2012	70082	Registered
HERO	Peru	41	9/22/2011	468272	2/10/2012	70347	Registered
HERO	Philippines	09; 40; 41	9/8/2011	42011501342	12/29/2011	42011501342	Registered
HERO	Puerto Rico	09	9/26/2011	78011			Pending
HERO	Puerto Rico	40	9/26/2011	78014			Pending
HERO	Puerto Rico	41	9/26/2011	78013			Pending
HERO	Russia	09; 40; 41	9/15/2011	2011730658	7/25/2012	466983	Registered
HERO	Serbia	09; 40; 41	9/23/2011	Z13772011	9/23/2011	64521	Registered
HERO	Singapore	09; 40; 41	9/7/2011	T1112289A			Pending
HERO	South Africa	09	9/9/2011	201122457			Pending
HERO	South Africa	40	9/9/2011	201122458			Pending
HERO	South Africa	41	9/9/2011	201122459			Pending
HERO	South Korea	09; 40; 41	9/2/2008	4520080003745			Pending
HERO	South Korea	09; 40; 41	4/20/2011	4520110001691			Pending
HERO	Switzerland	09; 40; 41; 42	3/13/2008	534202008	10/28/2008	578517	Registered
HERO	Taiwan	09; 40; 41	9/7/2011	100046031			Pending
HERO	Turkey	40	9/21/2011	201174701			Published
HERO	United Arab Emirates	09	9/8/2011	162263	7/1/2012	162263	Registered
HERO	United Arab Emirates	40	9/8/2011	162264			Pending
HERO	United Arab Emirates	41	9/8/2011	162265	7/1/2012	162265	Registered
HERO	United States	09	2/18/2004	78369578	10/9/2007	3308141	Registered
HERO	Uruguay	09; 40; 41	9/21/2011	427434			Pending
HERO.XXX (Blocking Domain)	United States	NA					Registered
NAKED	Australia	09	3/26/2010	1353058	7/30/2010	1353058	Registered
NAKED	Canada	CG; 09	4/15/2010	1477159	12/14/2011	TMA814045	Registered

Trademark	*Country*	*Class*	*App. Date*	*App. No.*	*Reg. Date*	*Reg. No.*	*Status*
NAKED	European Union	09; 40; 41	3/26/2010	008985319	9/27/2010	008985319	Registered
NAKED	Hong Kong	09	4/14/2010	301586700	3/26/2012	301586700	Registered
NAKED	Japan	09	3/29/2010	2010024073	7/1/2011	5423176	Registered
NAKED	Switzerland	09; 40; 41	3/26/2010	530572010	10/27/2010	607188	Registered
PROTUNE	United States	09	9/6/2012	85722074			Pending
RELIVE REALITY	Australia	09	2/1/2010	1343085	5/26/2010	1343085	Registered - DNR
RELIVE REALITY	China	09	2/3/2010	8048027	6/7/2011	8048027	Registered - DNR
RELIVE REALITY	European Union	09; 40; 41	2/1/2010	008848814	6/28/2010	008848814	Registered - DNR
RELIVE REALITY	Hong Kong	09	2/3/2010	301536246	2/3/2010	301536246	Registered - DNR
RELIVE REALITY	Japan	09	2/2/2010	2010006930	9/3/2010	5350855	Registered - DNR
RELIVE REALITY	Switzerland	09; 40; 41; 42	1/30/2010	509582010	8/5/2010	603509	Registered
YOU IN 3D	United States	09	12/14/2010	85197811			Allowed
YOU IN HD	United States	09	11/3/2010	85168307	10/2/2012	4218457	Registered

Schedule II

CineForm Inc., a Delaware corporation

palib2_6139647_1.DOCX