

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355317

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Film Track, Inc.		09/16/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wellington Financial LP		
Street Address:	333 Bay Street, Suite 1620		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 2R2		
Entity Type:	LIMITED PARTNERSHIP: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4659046	FILMTRACK	
Registration Number:	3389043	FILMTRACK	
Registration Number:	4400423	DASHBOX	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	313569-115 WELLINGTON		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	09/16/2015		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of September 16, 2015 by and between **WF FUND IV LIMITED PARTNERSHIP (c/o/b as WELLINGTON FINANCIAL LP and WELLINGTON FINANCIAL FUND IV)** (“Lender”) and **FILM TRACK, INC.**, a California corporation (“Grantor”)

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations (the “Loans”) to Grantor and **JAGUAR CONSULTING, INC.**, a California corporation (each, a “**Borrower**” and collectively, the “**Borrowers**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Borrowers dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”); capitalized terms used herein and not otherwise defined are used as defined in the Loan Agreement). Lender is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Intellectual Property to secure the obligations of Borrowers under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Borrowers and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Borrowers’ obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers and Lender, Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Financing Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

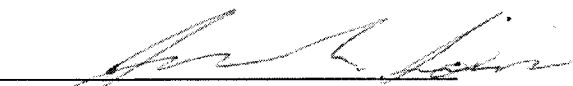
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

12001 Ventura Place, Suite 500
Studio City, California 91604
Attention: Robert Shaw,
Chief Financial Officer
Facsimile: (818) 698-6455

FILM TRACK, INC.

By:  _____

Title: Jason Kassin

Name: CEO

LENDER:

Address of Lender:

333 Bay St., Suite 1620
Toronto, Ontario, M5H 2R2 Canada
Attention: Kul Mani, Partner
Facsimile: (416) 682-1160

**WF FUND IV LIMITED PARTNERSHIP,
c/o/b as WELLINGTON FINANCIAL LP and
WELLINGTON FINANCIAL FUND IV**

By: _____

Title: _____

Name: _____

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Attention: Robert Shaw,
Chief Financial Officer
Facsimile: _____

FILM TRACK, INC.

By: _____

Title: _____

Name: _____

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333 Bay Street, Suite 1620
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Attention: Kul Mani, Partner
Facsimile: (416) 682-1160

**WF FUND IV LIMITED PARTNERSHIP,
c/o/b as WELLINGTON FINANCIAL LP and
WELLINGTON FINANCIAL FUND IV**

By: _____

Title: PRESIDENT & CEO

Name: Mark R. McQueen

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
mSoft Pro Spotter	5-562-637	1/12/01
mSoftMaster Multimedia File Mastering	5-562-636	1/12/01
mSoft SoundQuery	5-562-638	1/12/01
mSoft ServerSound	5-562-635	1/12/01

EXHIBIT B

Patents

Description	Patent / Application Number	Issue/ Application Date
None		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
FILMTRACK (Standard characters without claim to any particular font, style, size, and color)	Reg No. 4,659,046 Ser No. 86-268,694	Registered 12/23/14 Filed 5/1/14
FILMTRACK (Wording and design)	Reg No. 3,389,043 Ser No. 78-960,166	Registered 2/26/08 Filed 8/24/06
DASHBOX Word Mark	Reg No. 4400423 Ser No. 77915097	Registered 9/10/13 Filed 1/9/10