

FORM PTO-1595

(Rev. 08/05)

Office OMB No. 0651-0027 (exp. 06/30/2008)

## RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

United States Patent and Trademark

## PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

## 1. Name of conveying party(ies):

SILICON VALLEY BANK  
3003 TASMAN DRIVE  
SANTA CLARA, CA. 95054Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance/Execution Date(s):

Execution Date: February 10, 2009

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other

## 2. Name and address of receiving party(ies):

Name: BIG STAGE ENTERTAINMENT INC

Internal Address:

Street Address: 1010 SYCAMORE AVE SUITE 309

City: SOUTH PASADENA

State: CA

Country: USA Zip: 91030

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application or patent number(s):

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

7103211

5327521

7016824

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: UCC Direct Services

Internal Address: Attn: 14080632

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 1-800-342-3676 X 4065

Fax Number: 1-800-962-7049

Email Address: cls-udsalbany@waterskluwer.com

## 6. Total number of applications and patents involved: 3

## 7. Total fee (37 CFR 1.21 (h) &amp; 3.41) \$

- ☒ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

## 8. Payment Information

a. Credit Card Last 4 Numbers  
Expiration Date

b. Deposit Account Number

Authorized User Name

## 9. Signature:

Signature

Susan O'Brien

Name of Person Signing

Date

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

700402488

PATENT  
REEL: 022399 FRAME: 0868

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the First Amendment Effective Date by and between SILICON VALLEY BANK ("Bank") and BIG STAGE ENTERTAINMENT, INC. ("Grantor").

### RECITALS

A. Bank has or has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (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 certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

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 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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan 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 Bank 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 Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

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:

BIG STAGE ENTERTAINMENT, INC.

Address of Grantor:

17906 Crusader Avenue, Suite 100  
Cerritos, CA 90703

Attn: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Executive Vice President*

BANK:

SILICON VALLEY BANK

Address of Bank:

5820 Canoga Avenue, Suite 210  
Woodland Hills, CA 91367

Attn: Stephen Hughes

By: \_\_\_\_\_

Title: \_\_\_\_\_

*SRM*

EXHIBIT A

Copyrights

Description

• Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT B

Patents

Number	Name	Status
7103211	Method and apparatus for generating 3D face models from one camera ✓	Issued 9/5/06.
5327521	Speech Transformation System ✓	Issued 7/5/94.
7016824	Interactive try-on platform for eyeglasses ✓	Issued 3/29/01.

Patent Applications

Number	Name	Status
BGSTG.001PR	SYSTEMS AND METHODS FOR GENERATING A 3D MODEL OF A HEAD AND FACE	Provisional, filed
GSTG.002PR	SYSTEMS AND METHODS FOR VOICE PERSONALIZATION OF VIDEO CONTENT	Provisional, filed
BGSTG.003PR	USER COMPOSITION TOOLS AND METHODS FOR CUSTOMIZING IMAGE DATA	Provisional, filed
BGSTG.004PR	INTERACTIVE ADVERTISING AND NETWORK ACCESSIBLE CONTENT	Provisional, filed
20070183653	3D Face Reconstruction from 2D Images ✓	Filed 01/30/2007.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Big Stage	77152293	4/9/2007
@ctor	77376571	1/21/2008
NONE		

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

TO:UCC DIRECT SERVICES COMPANY:ATTN: 14080632

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 12, 2009

\*700401846\*

PTAS

UCC DIRECT SERVICES  
ATTN: 14080632  
187 WOLF ROAD, SUITE 101  
ALBANY, NY 12205UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 700401846

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THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,  
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.  
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,  
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT  
571-272-3350.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. THE PERSON SUBMITTING THE DOCUMENT MUST SIGN AND DATE THE DOCUMENT.

LAZENA MARTIN, EXAMINER  
ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION