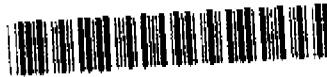


Form PTO-1595 (Rev. 03-09)  
OMB No. 0851-0027 (exp. 03/31/2009)

DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

03-12-2010



103591452

To the Director of the U.S. Patent and Trademark Office

or the new address(es) below

1. Name of conveying party(ies)

Picture Patents, LLC

Additional name(s) of conveying party(ies) attached?  Yes  No

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

Execution Date(s) March 3 2010

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

2. Name and address of receiving party(ies)

Name: Caitleen King Letacounoux

Internal Address: \_\_\_\_\_

Street Address: 186 Riverside Drive

City: New York

State: New York

Country: United States Zip: 10025

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

4. Application or patent number(s):

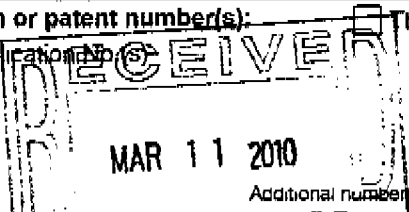
A. Patent Application No. (s)

This document is being filed together with a new application.

B. Patent No. (s)

5,715,416  
6,002,401  
6,278,455

Additional numbers attached?  Yes  No



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

Name: Andrew D. Manitsky, Esq.

Internal Address: P.O. Box 369

Street Address: 76 St. Paul Street

City: Burlington

State: Vermont Zip: 05401

Phone Number: (802) 658-0220

Fax Number: (802) 658-1456

Email Address: amanitsky@gravelshes.com

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Signature

March 9 2010  
Date

Andrew D. Manitsky, Esq., Attorney in Fact  
Name of Person Signing

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

5

Documents to be recorded (including cover sheet) should be filed to (671) 273-0140, or mailed to Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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### PATENT SECURITY AGREEMENT

This Patent Security Agreement (the "Security Agreement") is entered into by and between Calleen King Letaconnoux ("Letaconnoux"), a New York resident residing at 186 Riverside Drive, New York, New York 10024, and Picture Patents, LLC ("PPLLC"), a Delaware limited liability company having a principal place of business at 325 Riverside Drive, New York, New York 10025, as of February 3, 2010. *March*

### BACKGROUND

WHEREAS, Letaconnoux and PPLLC are parties to a Final Settlement Agreement of even date herewith (the "Final Settlement Agreement," referred to therein as the "Final Settlement Agreement" or "Agreement"); and

WHEREAS, PPLLC agreed to enter into this Security Agreement in order to secure payment of amounts due under the Final Settlement Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties agree as follows:

#### 1. Grant of Security Interest.

(a) As security for the payment and performance of PPLLC's obligations under the Final Settlement Agreement, PPLLC hereby grants to Letaconnoux a security interest in all of PPLLC's right, title and interest in United States Patent Numbers 5,715,416; 6,002,401; and 6,278,455; Canadian Patent Number 2-202880 together with any and all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and E.U. Patent Number 0793824, together with all rights to sue for past, present or future infringement, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and all proceeds thereof (including license royalties, rights to payment, accounts and proceeds of infringement suits) (collectively, the "Collateral").

(b) PPLLC agrees that this Security Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with subsection (c), below.

(c) Upon payment in full of all obligations under the Final Settlement Agreement, the security interests created by this Security Agreement shall terminate and Letaconnoux (at PPLLC's expense) shall promptly execute and deliver to PPLLC such documents and instruments reasonably requested and furnished by PPLLC as shall be necessary to evidence termination of all such security interests given by PPLLC to Letaconnoux hereunder.

2. Right to Use Collateral. So long as this Security Agreement is in effect and so long as PPLLC is not in default of this Security Agreement or the Final Settlement Agreement, PPLLC shall continue to have the exclusive right to use and enforce the Collateral, and Letaconnoux shall have no right to use and/or enforce the Collateral or to issue any exclusive or non-exclusive license with respect thereto, or to assign, pledge or otherwise transfer title to the Collateral to anyone else.

3. **Default/Notice of Default/Cure.** Default under this Security Agreement is defined as failure by PPLLC to pay amounts due according to the terms of the Final Settlement Agreement. In the event that Letaconnoux believes a Default has occurred, she will give PPLLC written notice of the same. Upon receipt of such notice, PPLLC shall have forty-five (45) days to respond and either contest the notice of Default or cure the same. Neither a failure to give a notice of default nor a waiver of any default is a waiver of any other provision or subsequent default hereunder.

4. **Representations, Warranties and Acknowledgments.**

A. PPLLC hereby represents and warrants that, with the exception of a security interest in the U.S. Patents granted to Alston & Bird, pursuant to the Engagement Agreement dated May 18, 2007, by and between Alston & Bird, L.L.P. and PPLLC (the "Alston Letter") as annexed to the Final Settlement Agreement, with respect to any past, present or future claim for payment, expenses or costs pursuant to the Alston Letter, including but not limited to those set forth in Paragraphs 6,7,8,13 and 14, no other security interest has been granted or has purported to have been granted, nor has there been any actual or purported assignment, transfer, hypothecation, pledge, lien or other encumbrance with respect to, the U.S. Patents or the E.U. Patents specifically referenced herein.

B. Letaconnoux hereby acknowledges and agrees that the security interest in the U.S. Patents granted by PPLLC to Alston & Bird pursuant to the Alston Letter is superior to the security interest in the U.S. Patents granted by PPLLC to her in this Security Agreement. Picture Patents hereby acknowledges and agrees that (i) other than the security interest in the U.S. Patents granted by PPLLC to Alston & Bird pursuant to the Alston Letter, there is and will be no other security interest in the U.S. Patents that is pari passu or superior to Letaconnoux's; and (ii) there is and will be no other security interest in the E.U. Patent that is pari passu or superior to Letaconnoux's.

5. **Further Acts.** On a continuing basis, PPLLC shall execute, acknowledge and deliver to Letaconnoux, within thirty (30) days of receipt thereof, all such instruments and documents, as may be reasonably requested by Letaconnoux to carry out the intent and purposes of this Security Agreement in a form that is reasonably acceptable to PPLLC, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure PPLLC's compliance with this Security Agreement or to enable Letaconnoux to exercise and enforce her rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state or foreign office. Letaconnoux may record this Security Agreement, an abstract thereof, or any other document describing her interest in the Collateral with the PTO or any applicable state or foreign office. In addition, PPLLC authorizes Letaconnoux to file financing statements describing the Collateral in any filing office she deems appropriate.

6. **Binding Effect; Financing.** This Security Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, administrators, successors and assigns, provided, however, that PPLLC may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder. Notwithstanding any other provision in this Security Agreement, PPLLC shall have the right to obtain equity or debt financing and may accept capital investments from new or existing members of PPLLC, provided that such financing and investments are subordinate in all respects to the security interest and all other interests of Alston & Bird and Letaconnoux as set forth herein and in the Final Settlement Agreement.

7. **Governing Law.** This Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the conflicts of laws rules of that or any other jurisdiction, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

8. **Entire Agreement; Amendment.** This Security Agreement and the Final Settlement Agreement, together with the Exhibits thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Security Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties.

9. **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Security Agreement by facsimile or e-mail/scan shall be equally as effective as delivery of, and shall be deemed to be an original of, a manually executed original counterpart.

10. **Severability.** If one or more provisions contained in this Security Agreement shall be deemed invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Security Agreement.

CALLEEN KING LETACONNOUX

*Calleen King Letaconnoux*

PICTURE PATENTS LLC

By: \_\_\_\_\_  
Michelle Baker, Managing Member

7. **Governing Law.** This Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the conflicts of laws rules of that or any other jurisdiction, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

8. **Entire Agreement; Amendment.** This Security Agreement and the Final Settlement Agreement, together with the Exhibits thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Security Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties.

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CALLEEN KING LETACONNOUX

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PICTURE PATENTS LLC

By:   
Michelle Baker, Managing Member