

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2596890

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
LIVECLIPS LLC	10/25/2013
RECEIVING PARTY DATA	
Name:	DIRECTV INVESTMENTS, INC.
Street Address:	2230 EAST IMPERIAL HIGHWAY
City:	EL SEGUNDO
State/Country:	CALIFORNIA
Postal Code:	90245
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	12272170
Application Number:	13111738
Application Number:	13836605
CORRESPONDENCE DATA	
Fax Number:	(206)757-7700
Phone:	2066223150
Email:	SEAPATENTDOCKET@DWT.COM
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	DAVIS WRIGHT TREMAINE LLP/SEATTLE
Address Line 1:	1201 THIRD AVENUE, SUITE 2200
Address Line 4:	SEATTLE, WASHINGTON 98101-3045
ATTORNEY DOCKET NUMBER:	96740-4
NAME OF SUBMITTER:	GEORGE C. RONDEAU, JR.
Signature:	/George C. Rondeau, Jr./

Date:

10/30/2013

Total Attachments: 4

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of October 29, 2013 (as this agreement may be further amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, this "Patent Security Agreement"), is made by LIVECLIPS LLC, a Delaware limited liability company ("Debtor") in favor of DIRECTV INVESTMENTS, INC., a Delaware corporation ("Secured Party"). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement (as defined below) including definitions incorporated therein by reference.

RECITALS

WHEREAS, Debtor and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as may be amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Debtor has granted to Secured Party a security interest in the Collateral to secure the Obligations as more fully set forth in the Security Agreement; and

WHEREAS, Secured Party has required that Debtor provide this Patent Security Agreement to Secured Party to further confirm the grant to Secured Party of a continuing security interest in all of the Patent Collateral (as defined below) as security for the Obligations.

NOW, THEREFORE, in consideration of these premises and of the mutual agreements, covenants, representations and warranties contained herein, the parties, intending to be legally bound, agree as follows:

1. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, Debtor does hereby mortgage, pledge and hypothecate to Secured Party, and grant to Secured Party a security interest in, all of the following property (the "Patent Collateral"), whether now owned or hereafter acquired or existing:

(a) All of Borrower's entire right, title and interest in and to all, the patents and applications listed on Schedule A attached hereto and made a part hereof, any renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

(b) All reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in the foregoing clause (a).

(c) All proceeds of, and rights associated with, the foregoing (including license royalties and proceed of infringement suits), the right to sue third parties for past, present or future infringements of any of the foregoing, and for breach or enforcement of any of the foregoing, and all rights corresponding thereto throughout the world.

2. Security Agreement. This Patent Security Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Secured Party in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world.

The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

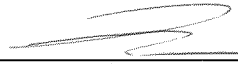
3. Ownership. Debtor represents and warrants to Secured Party that all of the patents and applications owned by Debtor or in which Debtor has an interest are listed on Schedule A.

4. Acknowledgment. Debtor does hereby further acknowledge and affirm that (a) the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, all of the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein and (b) the representations and warranties of Debtor in favor of Secured Party as set forth in Section 2 of the Purchase Agreement and the affirmative and negative covenants of Debtor in favor of Secured Party as set forth in Section 6 of the Purchase Agreement are incorporated by reference herein as if fully set forth herein. The provisions of the Purchase Agreement and the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein.

5. Counterparts. This Patent Security 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 Patent Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

IN WITNESS WHEREOF, Debtor has entered into this Patent Security Agreement as of the date first written above.

LIVECLIPS LLC

By: 
Name: Lewis Bakes
Title: Executive Chairman

UNITED STATES OF AMERICA

STATE OF Connecticut

COUNTY OF Fairfield

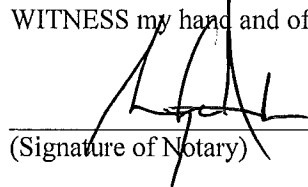
On this 25th day of October, 2013, before me,

Manylee Zribi, Notary Public,
(NAME, TITLE OF OFFICER - E.G., "JANE DOE, [NOTARY PUBLIC]")

personally appeared Lewis Bakes
(NAME OF SIGNER)

personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


(Signature of Notary)

My Commission Expires August 31, 2016

SCHEDULE A

PATENTS

<u>Patent</u>	<u>Registration No.</u>	<u>Date Registered</u>
N/A		

PATENT APPLICATIONS

<u>Patent Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Method and System for Segmenting and Transmitting On-Demand Live-Action Video in Real-Time Related Foreign Applications: Europe – 09826902.0 Canada - 2743867	12/272,170	November 17, 2008
Method and System for Segmenting and Transmitting On-Demand Live-Action Video in Real-Time Related Foreign Applications: WIPO – PCT/US2012/038516	13/111,738	May 19, 2011
System for Annotating Media Content for Automatic Content Understanding Related Foreign Applications: WIPO – PCT/US2013/037545	13/836,605	March 15, 2013