PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2626525

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
MERSIVE TECHNOLOGIES, INC.	11/22/2013

RECEIVING PARTY DATA

Name:	RAZOR'S EDGE FUND, LP, AS COLLATERAL AGENT
Street Address:	13900 LINCOLN PARK DRIVE, SUITE 400
City:	HERNDON
State/Country:	VIRGINIA
Postal Code:	20171

PROPERTY NUMBERS Total: 25

Property Type	Number
Patent Number:	7740361
Patent Number:	7763836
Patent Number:	7773827
Patent Number:	7866832
Patent Number:	7893393
Patent Number:	8059916
Patent Number:	8358873
Patent Number:	8487833
Application Number:	11735258
Application Number:	12425896
Application Number:	12467749
Application Number:	12956572
Application Number:	61636618
Application Number:	61045640
Application Number:	61053902

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Application Number:	61264988
Application Number:	61364673
Application Number:	61364488
Application Number:	61509076
Application Number:	14012977
Application Number:	14040395
Patent Number:	7079311
Patent Number:	7119833
Patent Number:	7133083
Patent Number:	6670075

CORRESPONDENCE DATA

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Address Line 4: SAN FRANCISCO, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	315541-100
NAME OF SUBMITTER:	C. RHEM
Signature:	/CR/
Date:	11/22/2013

Total Attachments: 12
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 22, 2013 by and between **MERSIVE TECHNOLOGIES, INC.**, a Delaware corporation ("***Grantor***"), and Razor's Edge Fund, LP, as the Collateral Agent (the "***Collateral Agent***") under that certain Security Agreement of even date herewith by and among Grantor, the Collateral Agent and the "Secured Parties" identified therein (as the same may be amended, modified or supplemented from time to time, the "***Security Agreement***"). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

BACKGROUND

Secured Parties have made and may in the future make certain advances of money to Grantor (the "***Loans***") in the amounts and manner set forth in those certain Senior Secured Convertible Promissory Notes executed by Grantor in favor of Secured Parties (collectively, as the same may be amended, modified or supplemented from time to time, the "***Notes***") and that certain Note and Warrant Purchase Agreement, of even date hereof, by and between Grantor and Secured Parties (as the same may be amended, modified or supplemented from time to time, the "***Purchase Agreement***"). Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, on behalf of Secured Parties, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Notes.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

As collateral security for the full, prompt, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce Secured Parties to cause the Loans to be made, Grantor hereby grants and pledges to the Collateral Agent, on behalf of Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired: 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 Schedules 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.

Notwithstanding the foregoing, the grant, assignment and transfer of a security interest as provided herein shall not include (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise or (b) any Account, Chattel Paper, General Intangible or Promissory Note in which Grantor has any right, title or interest if and to the extent such Account, Chattel Paper, General Intangible or Promissory Note includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such Account, Chattel Paper, General Intangible or Promissory Note to enforce any remedy with respect thereto; *provided* that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such Account, Chattel Paper, General Intangible or Promissory Note or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-

406(d), 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); *provided further* that immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and Grantor shall be deemed to have granted on the date hereof a security interest in, all its right, title and interest in and to such Account, Chattel Paper, General Intangible or Promissory Note as if such provision had never been in effect; and *provided further that* the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect the Collateral Agent's, on behalf of Secured Parties, unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such Account, Chattel Paper, General Intangible or Promissory Note and in any such monies and other proceeds of such Account, Chattel Paper, General Intangible or Promissory Note.

This security interest is granted in conjunction with the security interest granted to Secured Parties under the Security Agreement. The rights and remedies of the Collateral Agent, on behalf of Secured Parties, with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to the Collateral Agent and Secured Parties as a matter of law or equity. Each right, power and remedy of the Collateral Agent, on behalf of Secured Parties, provided for herein or in the Security Agreement or any of the other 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 the Collateral Agent, on behalf of Secured Parties, of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security 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 the Collateral Agent and the Secured Parties, of any or all other rights, powers or remedies.

Grantor represents and warrants that Schedules 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.

In all respects, including all matters of construction, validity and performance, this Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws, except to the extent that the UCC provides for the application of the law of a different jurisdiction.

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

[SIGNATURE PAGES FOLLOW]

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:

MERSIVE TECHNOLOGIES, INC.

By: _____
Name: Robert Balgley
Title: Chief Executive Officer

COLLATERAL AGENT ON BEHALF OF SECURED PARTIES:

RAZOR'S EDGE FUND, L.P.

By: Razor's Edge Ventures, LLC,
its General Partner

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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:

MERSIVE TECHNOLOGIES, INC.

By: _____
Name: Robert Balgley
Title: Chief Executive Officer

COLLATERAL AGENT ON BEHALF OF SECURED PARTIES:

RAZOR'S EDGE FUND, L.P.

By: Razor's Edge Ventures, LLC,
its General Partner

By: _____

Name: Peggy Styer

Title: Managing Partner

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

COPYRIGHTS

None.

SCHEDULE B

PATENTS

Foreign and Domestic Patents (and Patent Applications) Held by the Company or Licensed From Others

Patents

Awarded Patents (All Assigned to Corporation)

Alignment Optimization in Image Display Systems Employing Multi-Camera Image Acquisitions
Patent ID: **US 7,740,361**
Award Date: **06/22/10**
Inventors: **C. Jaynes, S. Webb**

This patent covers a technique to automatically compute the optimal alignment of calibration information when multiple cameras are used to capture information about a projector display.

Projector Calibration Using Validated and Corrected Image Fiducials
Patent ID: **US 7,763,836**
Award Date: **07/27/10**
Inventors: **C. Jaynes, S. Webb**

This patent invention relates to projection systems where one or more projectors are utilized to project a video, a still image or combinations thereof.

Hybrid System For Multi-Projector Geometry Calibration
Patent ID: **US 7,773,827**
Award Date: **08/10/10**
Inventors: **C. Jaynes, S. Webb**

This patent invention relates to a technique to make use of both local image measurements in conjunction with global parametric constraints to achieve a calibration that is devoid of local errors but remains smooth and perceptually consistent across the display.

Multiple-Projector Intensity Blending System
Patent ID: **US 7,866,832**
Award Date: **01/11/11**
Inventors: **C. Jaynes, S. Webb**

This patent covers 2D image verifications of observed calibration targets using local functions that describe effective positions of the targets.

System and Method For Calibrating an Image Projection System
Patent ID: **US 7,893,393**
Award Date: **02/22/11**
Inventors: **C. Jaynes, S. Webb**

This patent describes how to make use of a parametric surface model of the display to validate and correct potential errors in the image measurement process.

Hybrid System For Multi-Projector Geometry Calibration**
Patent ID: **US 8,059,916 B2**
Award Date: **11/15/11**
Inventors: **C. Jaynes, S. Webb**

This patent invention relates to a technique to make use of both local image measurements in conjunction with global parametric constraints to achieve a calibration that is devoid of local errors but remains smooth and perceptually consistent across the display.

**** This patent is a refinement of existing patent US 7,773,827 with the original award date of 08/10/10 listed above.**

Hybrid System For Multi-Projector Geometry Calibration**
Patent ID: **US 8,358,873 B2**
Award Date: **01/22/13**
Inventors: **C. Jaynes, S. Webb**

This patent invention relates to a method of calibrating a multi-projector image display system. According to the method, non-parametric calibration data for the display system is recovered and used to generate a non-parametric model of display system.

**** This patent is a refinement of existing patent US 7,773,827 with the original award date of 08/10/10 listed above.**

Sensor Driven Automatic Display Configuration System and Method
Patent ID: **8,487,833 B2**
Award Date: **07/16/13**
Inventors: **C. Jaynes**

This patent relates to a system that senses the geometric layout of a multi-display system and then automatically configures a graphics adaptor to drive the proper ports to each display in the sensed layout.

Published Patents (All Assigned to Corporation)

System And Method For Multi-Projector Rendering of Decoded Video Data
Patent Application No: **11/735,258**
Status Published: **04/13/07**
Inventors: **C. Jaynes, S. Webb**

This patent application describes a technique to play video across a multiple projector display via a synchronous playback system.

Schedule B

Multiple-Display Systems and Methods of Generating Multiple-Display Images
Patent Application No: 12/425,896
Status Published: 04/17/09
Inventors: C. Jaynes, S. Webb

This patent application relates to a display system that includes multiple display sources configured to generate images that overlap to form a multiple-display image.

Systems and Methods For Generating Images Using Radiometric Response Characterizations
Patent Application No: 12/467,749
Status Published: 5/18/09
Inventors: C. Jaynes, S. Webb

This patent application relates to the particular embodiments that relate generally to display systems and, more particularly to display systems and methods for blending multiple images.

Camera-Based Color Correction Of Display Devices
Patent Application No: 12/956,572
Status Published: 11/30/10
Inventors: T. Comer, C. Jaynes, M. Tolliver, S. Webb

This patent application relates to a method of generating a display from a plurality of color image display sources such as a projector or video monitor.

System And Method For Image Aspect Preservation In Multiple Projector Alignment
Provisional Patent Application No: 61/636,618
Status Filed 05/20/12
Inventors: C.Jaynes, R. Huonder

Current multi-projection alignment solutions is to re-map the input images to that when they reach the projector and illuminate the display, they create a seamless image without regard to preserving the aspect ratio of the input source. This patent describes a multi-projector alignment process that maintains seamlessness but derives an aspect preserving transform that is coupled with the alignment transformation. The result is a more accurate depiction of the input source data. The patent covers both the computation of this transform and how it is applied to an image correction transform in a multi-projection system.

Provisional Patent Applications (All Assigned to Corporation)

Perceptually Deconstructive Algorithms For Multi-Projector Color and Intensity Blending
Provisional Patent Application No: 61/045,640
Status Filed: 04/17/08
Inventors: C. Jaynes, S. Webb

Characterization of Display Radiometric Response For Seamless Projector Blending
Provisional Patent Application No: 61/053,902
Status Filed: 05/16/08
Inventors: C. Jaynes, S. Webb

Schedule B

Camera-Based Color Correction of Displays Using Linear Subspace Projections
Provisional Patent Application No: **61/264,988**
Status Filed: **11/30/09**
Inventors: **T. Comer, C. Jaynes, M. Tolliver, S. Webb**

System And Method For Automatic Color Matching In A Multi-Display System Using Sensor Feedback Control
Provisional Patent Application No: **61/364,673**
Status Filed: **07/15/10**
Inventors: **T. Comer, C. Jaynes, M. Tolliver, S. Webb**

Sensor Driven Automatic Display Configuration System and Method
Provisional Patent Application No: **61/364,488**
Status Filed: **07/15/10**
Inventors: **C. Jaynes**

Color Measurement And Correction Of Multiple Display Devices
Provisional Patent Application No: **61/509,076**
Status Filed: **07/18/11**
Inventors: **T. Comer, C. Jaynes, M. Tolliver, S. Webb**

Graphical Indicator Of Presence, Identity, And Action For Media Sharing On A Display
Provisional Patent Application No: **14/012,977**
Status Filed: **08/28/13**
Inventors: **C. Jaynes, J. Jaynes, S. Ruff, M. Tolliver**

System And Method For Display Device Access Management
Provisional Patent Application No: **14/040,395**
Status Filed: **09/27/13**
Inventors: **C. Jaynes, S. Ruff**

Patents Licensed From Others

Licensed from The University of Kentucky – Intellectual Property Development Office

Super-Resolution Overlays in Multi-Projector Displays
Patent ID: **US 7,079,311**
Award Date: **08/29/06**
Inventors: **C.Jaynes, D. Ramakrishnan**

This patent details a technique, associated system, and computer executable program code, for projecting a superimposed image onto a target display surface under observation of one or more cameras.

Monitoring and Correction of Geometric Distortion in Projected Displays
Patent ID: **US 7,119,833**
Award Date: **10/10/06**
Inventors: **C.Jaynes, R. Steele**

Schedule B

This patent details a technique and associated system and computer executable program code on a computer readable storage medium, for automatically correcting distortion of a front-projected display under observation by at least one camera.

Patents Licensed From Others - (Continued)

Dynamic Shadow Removal From Front Projection Displays
Patent ID: **US 7,133,083**
Award Date: **11/07/06**
Inventors: **C.Jaynes, S. Webb, R. Steele**

This patent details a technique and system for detecting radiometric variation/artifacts of a front-projected dynamic display region under observation by at least one camera.

Patents Purchased From Others

Purchased From Panoram Technologies Out of Chapter 7 Bankruptcy Filing

Method and Apparatus For Seamless Integration Of Multiple Video Projectors - Black Level Management
Patent ID: **US 6,670,075**
Award Date: **07/06/04**
Inventors: **T. Mayer III, S.W. Wang**

This patent detail Black Level Management as a method and apparatus designed to smoothly integrate or blend together the dark or black areas in the overlapping portion created by multiple video projectors in order to create a seamless display.

SCHEDULE C

TRADEMARKS

a. Mersive

MERSIVE

Word Mark	MERSIVE
Goods and Services	IC 009. US 021 023 026 036 038. G & S: Computer software used to process and display images in ultra-high resolution, flexibly sized and shaped image display systems; and image display systems consisting of projectors, projection screens, video cameras, computer hardware and computer software used to process and display the images. FIRST USE: 20031000. FIRST USE IN COMMERCE: 20031000
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHRACTER MARK
Serial Number	77023452
Filing Date	October 18, 2006
Current Filing Basis	1B
Original Filing Basis	1B
Published for Opposition	December 11, 2007
International Registration Number	0976606
Owner	(APPLICANT) Mersive Technologies, Inc. CORPORATION DELAWARE Suite 300 325 West Main Street Lexington KENTUCKY 40507
Attorney of Record	B. Joseph Schaeff
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead	LIVE

b. Sol

SOL

Word Mark	SOL
Goods and Services	IC 009. US 021 023 026 036 038. G & S: Computer software used to process and display images in ultra-high resolution, flexibly sized and shaped image display systems; and image display systems consisting of projectors, projection screens,

	video cameras, computer hardware and computer software used to process and display the images. FIRST USE: 20050500. FIRST USE IN COMMERCE: 20050500
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHRACTER MARK
Serial Number	77023451
Filing Date	October 18, 2006
Current Filing Basis	1B
Original Filing Basis	1B
Published for Opposition	December 11, 2007
Owner	(APPLICANT) **Mersive** Technologies, Inc. CORPORATION DELAWARE Suite 300 325 West Main Street Lexington KENTUCKY 40507
Attorney of Record	B. Joseph Schaeff
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead	LIVE
Pixel Landscape Reg. No. 4,268,548:	Mersive Technologies, Inc (Delaware Corporation) 2399 Blake Street, Ste 100, Denver, CO 80205
Registered:	Jan 1, 2013
Int CL.: 9:	For: Software for Generating, Processing and Manipulating Data to be Shown on One or More Displays, In Class 9 (US CLS 21, 23, 26, 36, and 38).
Trademark:	First Use 10-2-2012; In Commerce 10-2-2012
Principal Register:	The Mark Consists of Standard Characters Without Claim to Any Particular Font, Style, Size or Color.

Schedule C