

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2867466

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	LEGEND3D, INC.	05/21/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	PAR INVESTMENT PARTNERS, L.P.	
<b>Street Address:</b>	ONE INTERNATIONAL PLACE	
<b>Internal Address:</b>	SUITE 2401	
<b>City:</b>	BOSTON	
<b>State/Country:</b>	MASSACHUSETTS	
<b>Postal Code:</b>	02110	
<b>PROPERTY NUMBERS Total: 22</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	7181081
	Patent Number:	7333670
	Patent Number:	7577312
	Patent Number:	7907793
	Patent Number:	8396328
	Patent Number:	8073247
	Patent Number:	8078006
	Patent Number:	8160390
	Patent Number:	8385684
	Patent Number:	8401336
	Patent Number:	8730232
	Application Number:	13367316
	Application Number:	13366899
	Application Number:	13490454
	Application Number:	13691509
	Application Number:	13686907
	Application Number:	13895979
	Application Number:	13843527
	PCT Number:	US1335506
	Application Number:	13874625

PATENT

Property Type	Number
PCT Number:	US1372208
PCT Number:	US1372447

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 2149694804

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**Correspondent Name:** JONES DAY

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<b>ATTORNEY DOCKET NUMBER:</b>	876245-605003
<b>NAME OF SUBMITTER:</b>	DAVID L. ODOM
<b>SIGNATURE:</b>	/David L. Odom/
<b>DATE SIGNED:</b>	05/22/2014

**Total Attachments: 6**

- source=PAR - Legend3D - Patent Security Agreement (Execution)#page1.tif
- source=PAR - Legend3D - Patent Security Agreement (Execution)#page2.tif
- source=PAR - Legend3D - Patent Security Agreement (Execution)#page3.tif
- source=PAR - Legend3D - Patent Security Agreement (Execution)#page4.tif
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "*Agreement*"), dated as of May 21, 2014 is made between Legend3D, Inc. a California corporation (the "*Grantor*"), and PAR Investment Partners, L.P., as collateral agent (together with its successor(s) thereto in such capacity, the "*Collateral Agent*") for each of the Lenders.

WITNESSETH:

WHEREAS, the Grantor and the Collateral Agent, among others, are parties to the Amendment and Restatement and Note Agreement, dated as of May 21, 2014 (as amended, supplemented or otherwise modified from time to time, the "*Financing Agreement*"), with the Lenders party thereto;

WHEREAS, in connection with the Financing Agreement, the Grantor has executed and delivered the Security Agreement, dated as of May 21, 2014 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations (as defined in the Security Agreement); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to execute and perform under the Financing Agreement, the Grantor agrees, for the benefit of each Lender, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Collateral Agent, for the benefit of the Lenders, and hereby grants to the Collateral Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "*Patent Collateral*"):

- (a) all of its letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing and each patent and patent application referred to in Item A of Schedule I attached hereto;
- (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause(a);
- (c) all of its patent licenses; and
- (d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any

patent license.

Notwithstanding the foregoing, "*Patent Collateral*" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Patent Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent 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 the Collateral Agent for the benefit of the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

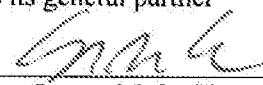
LEGEND3D, INC.

By: Steven Wolkenstein  
Name: STEVEN WOLKENSTEIN  
Title: CFO

**PAR INVESTMENT PARTNERS, L.P., as  
Collateral Agent**

By: PAR Group, L.P.  
as its general partner

By: PAR Capital Management, Inc.  
as its general partner

By:   
Name: Steven M. Smith  
Its: Chief Operating Officer and General  
Counsel

SCHEDULE I  
to Patent Security Agreement

Item A. Patents

<u>Country</u>	<u>Status,</u> <u>Filing Date,</u> <u>App. Serial No.</u>	<u>Pat/Reg No.,</u> <u>Issue/Reg Date</u>	<u>Title</u>
US	Status: Issued Filed: 6/18/2003 <b>Priority Date:</b> <b>4 May 2001</b>	<b>Issued: 2/20/2007</b> <b>Pat. #: 7,181,081</b> <b>Expires: 1/28/2023</b>	Title: IMAGE SEQUENCE ENHANCEMENT SYSTEM AND METHOD
EPO	Status: Pending Filed: 11/6/2003 Serial #: 02734203.9	N/A	Title: IMAGE SEQUENCE ENHANCEMENT SYSTEM AND METHOD
Canada	Status: Issued Filed: 10/29/2003 Serial #: 2,446,150	<b>Issued: 1/8/2013</b> <b>Pat. #: 2,446,150</b> <b>Expires: 5/6/2022</b>	Title: IMAGE SEQUENCE ENHANCEMENT SYSTEM AND METHOD
Mexico	Status: Issued Filed: 11/3/2003	<b>Issued: 1/25/2008</b> <b>Pat. #: 253814</b> <b>Expires: 5/6/2022</b>	Title: IMAGE SEQUENCE ENHANCEMENT SYSTEM AND METHOD
India	Status: Issued Filed: 10/31/2003	<b>Issued 10/18/2011</b> <b>Pat. #: 249354</b> <b>Expires: 5/6/2022</b>	Title: IMAGE SEQUENCE ENHANCEMENT SYSTEM AND METHOD
Australia	Status: Issued Filed: 10/29/2003 Serial #: 2002305387	<b>Issued: 7/17/2008</b> <b>Pat. #: 2002305387</b> <b>Expires: 5/6/2022</b>	Title: IMAGE SEQUENCE ENHANCEMENT SYSTEM AND METHOD
US	Status: Issued Priority to LF-P3 Filed: 1/4/2006 Serial #: 11/324,815	<b>Issued: 2/19/2008</b> <b>Pat. #: 7,333,670</b> <b>Expires: 6/8/2022</b>	Title: IMAGE SEQUENCE ENHANCEMENT SYSTEM AND METHOD
US	Status: Issued Filed: 2/18/2008 Serial #: 12/032,969	<b>Issued: 8/18/2009</b> <b>Pat. #: 7,577,312</b> <b>Expires: 5/6/2022</b>	Title: IMAGE SEQUENCE ENHANCEMENT SYSTEM AND METHOD
US	Status: Issued Filed: 8/17/2009 Serial #: 12/542,498	<b>Issued: 3/15/2011</b> <b>Pat. #: 7,907,793</b> <b>Expires: 5/6/2022</b>	Title: IMAGE SEQUENCE DEPTH ENHANCEMENT SYSTEM AND METHOD
US	Status: Issued Filed: 10/27/2010 Serial #: 12/913,614	<b>Issued: 3/12/2013</b> <b>Pat. #: 8,396,328</b> <b>Expires: 1/13/2023</b>	Title: MINIMAL ARTIFACT IMAGE SEQUENCE DEPTH ENHANCEMENT SYSTEM AND METHOD
US	Status: Issued Filed: 11/1/2010 Serial #: 12/916,636	<b>Issued: 12/6/2011</b> <b>Pat. #: 8,073,247</b> <b>Expires: 5/6/2022</b>	Title: MINIMAL ARTIFACT IMAGE SEQUENCE DEPTH ENHANCEMENT SYSTEM AND METHOD
US	Status: Issued Filed: 11/1/2010 Serial #: 12/916,637	<b>Issued: 12/13/2011</b> <b>Pat. #: 8,078,006</b> <b>Expires: 5/6/2022</b>	Title: MINIMAL ARTIFACT IMAGE SEQUENCE DEPTH ENHANCEMENT SYSTEM AND METHOD
US	Status: Issued Filed: 11/1/2010 Serial #: 12/916,638	<b>Issued: 4/17/2012</b> <b>Pat. #: 8,160,390</b> <b>Expires: 6/8/2022</b>	Title: MINIMAL ARTIFACT IMAGE SEQUENCE DEPTH ENHANCEMENT SYSTEM AND METHOD
US	Status: Issued Filed: 2/17/2011 Serial #: 13/029,862	<b>Issued: 2/26/2013</b> <b>Pat. #: 8,385,684</b> <b>Expires: 2/22/2031</b>	Title: SYSTEM AND METHOD FOR MINIMAL ITERATION WORKFLOW FOR IMAGE SEQUENCE DEPTH ENHANCEMENT

US	Status: Issued Filed: 12/22/2010 Serial #: 12/976,970	<b>Issued: 3/19/2013</b> <b>Pat. #: 8,401,336</b> <b>Expires: 7/20/2031</b>	Title: SYSTEM AND METHOD FOR RAPID IMAGE SEQUENCE DEPTH ENHANCEMENT WITH AUGMENTED COMPUTER-GENERATED ELEMENTS
US	Status: Pending Filed: 2/1/2011 Serial #: 13/019,171	<b>Issued: 5/20/2014</b> <b>Pat. #: 8,730,232</b> <b>Expires: 1/9/2032</b>	Title: DIRECTOR SPECIFIC AUTOMATIC TWO-DIMENSIONAL TO THREE-DIMENSIONAL CONVERTER
US	Status: Pending Filed: 2/6/2012 Serial #: 13/367,316	N/A	Title: SYSTEM AND METHOD FOR RAPID IMAGE SEQUENCE DEPTH ENHANCEMENT WITH TRANSLUCENT ELEMENTS
US	Status: Pending Filed: 2/6/2012 Serial #: 13/366,899	N/A	Title: MOTION PICTURE PROJECT MANAGEMENT SYSTEM
US	Status: Pending Filed: 6/7/2012 Serial #: 13/490,454	N/A	Title: RAPID WORKFLOW SYSTEM AND METHOD FOR IMAGE SEQUENCE DEPTH ENHANCEMENT
US	Status: Pending Filed on 11/30/2012 Serial #: 13/691,509	N/A	Title: THREE-DIMENSIONAL ANNOTATION SYSTEM AND METHOD
US	Status: Pending Filed on 11/27/2012 Serial #: 13/686,907	N/A	Title: LINE DEPTH AUGMENTATION SYSTEM AND METHOD FOR CONVERSION OF 2D IMAGES TO 3D IMAGES
US	Status: Pending Filed: 5/16/2013 Serial #: 13/895,979	N/A	Title: MULTI-STAGE PRODUCTION PIPELINE SYSTEM
US	Status: Pending Filed: 3/15/2013 Serial #: 13/843,527	N/A	Title: TILT-BASED LOOK AROUND EFFECT IMAGE ENHANCEMENT METHOD
PCT	Status: Pending Filed: 4/5/2013 Serial #: PCT/US13/35506	N/A	Title: MOTION PICTURE PROJECT MANAGEMENT SYSTEM
US	Status: Pending Filed: 5/1/2013 Serial #: 13/874,625	N/A	Title: ADJUSTED REGION ROTATION
EPO	Status: Pending Filed: 6/19/2013 Serial #: 11851892.7	N/A	Title: SYSTEM AND METHOD FOR MINIMAL ITERATION WORKFLOW FOR IMAGE SEQUENCE DEPTH ENHANCEMENT
AU	Status: Pending Filed: 6/22/2013 Serial #: 2011348121	N/A	Title: SYSTEM AND METHOD FOR MINIMAL ITERATION WORKFLOW FOR IMAGE SEQUENCE DEPTH ENHANCEMENT
PCT	Status: Pending Filed: 11/27/2013 Serial #: PCT/US13/72208	N/A	Title: LINE DEPTH AUGMENTATION SYSTEM AND METHOD FOR CONVERSION OF 2D IMAGES TO 3D IMAGES
PCT	Status: Pending Filed: 11/28/2013 Serial #: PCT/US13/72447	N/A	Title: THREE-DIMENSIONAL ANNOTATION SYSTEM AND METHOD