

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2926625

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| BLURB, INC. | 06/30/2014 |
| RECEIVING PARTY DATA | |
| Name: | COLUMBIA PARTNERS, L.L.C. INVESTMENT MANAGEMENT |
| Street Address: | 5425 WISCONSIN AVENUE |
| Internal Address: | SUITE 700 |
| City: | CHEVY CHASE |
| State/Country: | MARYLAND |
| Postal Code: | 20815 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Application Number: | 11333845 |
| Patent Number: | 7387459 |
| CORRESPONDENCE DATA | |
| Fax Number: | (404)885-3900 |
| <i>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.</i> | |
| Phone: | 4048853770 |
| Email: | andrew.regan@troutmansanders.com |
| Correspondent Name: | ANDREW REGAN PHD |
| Address Line 1: | 600 PEACHTREE ST NE |
| Address Line 2: | #5200 |
| Address Line 4: | ATLANTA, GEORGIA 30308 |
| ATTORNEY DOCKET NUMBER: | 038837.000005 |
| NAME OF SUBMITTER: | ANDREW REGAN PH.D. |
| SIGNATURE: | /ANDREW REGAN, PH.D. 66970/ |
| DATE SIGNED: | 07/06/2014 |
| This document serves as an Oath/Declaration (37 CFR 1.63). | |
| Total Attachments: 9 | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 30, 2014, by and between COLUMBIA PARTNERS, L.L.C. INVESTMENT MANAGEMENT, as investment manager and agent for Lender (as defined in the Credit Agreement) ("Investment Manager"), and BLURB, INC. ("Borrower").

RECITALS

WHEREAS, Borrower, Lender and Investment Manager entered into a certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which Lender has agreed to lend to Borrower up to Twenty Million Dollars (\$20,000,000) to be evidenced by Borrower's issuance to Lender of a senior secured promissory note. As a condition of the loans, Lender required that Borrower grant to Investment Manager, for the benefit of Lender a security interest in certain copyrights, trademarks and patents to secure the Obligations (as defined in the Credit Agreement).

WHEREAS, pursuant to the terms of the Security Agreement (as defined in the Credit Agreement), Borrower has granted to Investment Manager a security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

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 the Obligations, Borrower hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Borrower grants and pledges to Investment Manager, as agent for the benefit of Investment Manager and Lender, a security interest in all of Borrower's right, title and interest in, to and under its Intellectual Property (as defined in the Credit Agreement), including, without limitation, those copyrights, patents and trademarks listed on Exhibits 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 (the "IP Collateral"). Notwithstanding the foregoing, in no event shall the IP Collateral include any lease, license, contract, property rights or agreement to which Borrower is a party or any of its rights or interest thereunder if and for so long as the grant of such security interest shall constitute or result in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights (or agreements governing such property rights) or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law), provided however that the Collateral shall include and such security interest shall attach, immediately at such time as such restriction

causing such breach, termination or default shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified above.

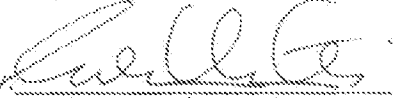
The security interest granted hereby is in conjunction with the security interest granted to Investment Manager under the Security Agreement. The rights and remedies of Investment Manager and Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Credit Agreement), and those which are now or hereafter available to Investment Manager and Lender as a matter of law or equity. Each right, power and remedy of Investment Manager and Lender provided for herein or in the Security 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 Investment Manager or Lender 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 Investment Manager and Lender, of any or all other rights, powers or remedies.

Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property rights in connection with which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable (other than any that have been abandoned).

[Signature Page to 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.

BLURB, INC., as Borrower

By: 

Name: ELTON GITTING

Title: CEO + PRESIDENT

COLUMBIA PARTNERS, L.L.C.
INVESTMENT MANAGEMENT,
as Investment Manager

By: _____

Name: _____

Title: _____

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.

BLURB, INC., as Borrower

By: _____
Name:
Title:

COLUMBIA PARTNERS, L.L.C.
INVESTMENT MANAGEMENT,
as Investment Manager

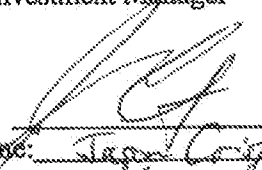
By:  _____
Name: Jason Crist
Title: Managing Director

EXHIBIT A

Copyrights

| Description | Registration/ Application Number | Registration/ Application Date | Outstanding Security Interest / Chain of Title Issues |
|-------------------------------------|-------------------------------------|-----------------------------------|--|
| Blurb Booksmart computer program | TX0007331625 | June 26, 2009 | Hercules Technology III, LP <u>Security Interest Recorded:</u> December 21, 2011 |
| BlurbMobile computer program | TX0007518048 | March 16, 2012 | |
| Bookify Computer Program | TX0007518243 | March 16, 2012 | |

EXHIBIT B

Patents

| Description | Application Number (Filing Date) | Registration Number (Registration Date) | Outstanding Security Interest / Chain of Title Issues |
|--------------------------------|-------------------------------------|--|--|
| Portable printer and method | US 11333845 (January 18, 2006) | US 7387459 (June 17, 2008) | Improper chain of title <u>Reel/Frame:</u> 017710/0050 |

EXHIBIT C

Trademarks

| Description | Serial Number (Filing Date) | Registration Number (Registration Date) | Outstanding Security Interest / Chain of Title Issues |
|--------------------|-------------------------------------|--|--|
| BOOKIFY | US 85114413 (August 24, 2010) | US 4120337 (April 3, 2012) | Hercules Technology III, LP <u>Security Interest Recorded:</u> December 16, 2011 |
| BOOKIFY | US 85114426 (August 24, 2010) | US 4133888 (May 1, 2012) | Hercules Technology III, LP <u>Security Interest Recorded:</u> December 16, 2011 |
| BLURB | US 78375744 (February 27, 2004) | US 3469269 (July 15, 2008) | Hercules Technology III, LP <u>Security Interest Recorded:</u> December 16, 2011 |
| BLURB | US 78977382 (February 27, 2004) | US 3152300 (October 3, 2006) | Hercules Technology III, LP <u>Security Interest Recorded:</u> December 16, 2011 |
| BLURB | US 78717627 (September 21, 2005) | US 3493925 (August 26, 2008) | Hercules Technology III, LP <u>Security Interest Recorded:</u> December 16, 2011 |
| BLURB BOOKSMART | US 78717639 (September 21, 2005) | US 3437840 (May 27, 2008) | Hercules Technology III, LP <u>Security Interest Recorded:</u> December 16, 2011 |
| BOOKIFY | US 78804958 (February 1, 2006) | US 3946040 (April 12, 2011) | Hercules Technology III, LP <u>Security Interest Recorded:</u> December 16, 2011 |

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|---------------------|-----------------------------------|-----------------------------------|--|
| BLURBWRIGHT | US 86211004 (March 4, 2014) | | |
| BOOKWRIGHT | US 86210999 (March 4, 2014) | | |
| BLURB BOOKWRIGHT | US 86210996 (March 4, 2014) | | |
| BLURBPOWERED | US 86289989 (May 23, 2014) | | |
| BLURBPOWERED | US 85890286 (March 29, 2013) | | |
| BLURB | US 85526764 (January 27, 2012) | US 4202165 (September 4, 2012) | |

EXHIBIT D

Mask Works

| Description | Application (Application Date) | Registration (Registration Date) | Outstanding Security Interest / Chain of Title Issues |
|-------------|-----------------------------------|-------------------------------------|---|
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