

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2937490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name			Execution Date
DAX PFT, LLC			04/04/2014
RECEIVING PARTY DATA			
Name:	SAMPLE DIGITAL HOLDINGS LLC		
Street Address:	100 CORPORATE POINTE STE 350		
City:	CULVER CITY		
State/Country:	CALIFORNIA		
Postal Code:	90230		
PROPERTY NUMBERS Total: 4			
Property Type	Number		
Patent Number:	7660416		
Patent Number:	8218764		
Application Number:	12976929		
Application Number:	13903908		
CORRESPONDENCE DATA			
Fax Number:	(619)235-0398		
<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:	6192381900		
Email:	docketing@procopio.com		
Correspondent Name:	PROCOPIO, CORY, HARGREAVES & SAVITCH LLP		
Address Line 1:	525 B STREET, SUITE 2200		
Address Line 4:	SAN DIEGO, CALIFORNIA 92101		
ATTORNEY DOCKET NUMBER:	113831-000000		
NAME OF SUBMITTER:	NADINE A. HYLANDER		
SIGNATURE:	/Nadine A. Hylander/		
DATE SIGNED:	07/14/2014		
Total Attachments: 5			
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of April 4, 2014 (this "**Patent and Trademark Security Agreement**") is between DAX PFT, LLC, a Delaware limited liability company ("**Grantor**") and Sample Digital Holdings LLC, a California limited liability company ("**Grantee**").

WHEREAS, Grantor owns all right, title and interest in and to all "**Patents**," listed on **Exhibit A** attached hereto including: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country with respect to any inventions and improvements described and claimed therein, (b) all reissues, continuations, continuations in part, re examinations, divisions, renewals or extensions thereof, (c) all right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Grantor for past, present and future infringements thereof, and (d) all rights corresponding to the foregoing throughout the world.

WHEREAS, Grantor owns all right, title and interest in and to all "**Trademarks**," listed on **Exhibit A** attached hereto including: all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the Collateral have appeared or appear, designs and general intangibles of a like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the U.S. Patent and Trademark Office or in any similar office or agency of the United States or any State thereof;

WHEREAS, Grantor and Grantee are parties to that certain Security Agreement (the "**Security Agreement**"), dated as of the date hereof, pursuant to which Grantor has granted to Grantee a continuing security interest in all present and future Collateral (as defined in the Security Agreement), including the Patents and Trademarks; and

WHEREAS, the parties wish to execute and deliver this Patent and Trademark Security Agreement for the purpose of confirming the grant of a continuing security interest in the Patents and Trademarks from Grantor to Grantee.

NOW THEREFORE, in order to secure the payment and performance in full of all of Grantor's Obligations (as such term is defined in the Security Agreement), Grantor hereby grants to Grantee a continuing security interest in the Patents and Trademarks, including all income, royalties, damages and payments now or hereafter due and/or payable under or with respect thereto, the right to sue for past, present and future infringements thereof, all other rights corresponding thereto throughout the world, and all proceeds and products thereof.

1. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patents and Trademarks 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. In the event of any conflict between the terms of this Patent and Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

2. Grantor hereby agrees to execute, at Grantor's expense, such additional documents as Grantee may request to register and otherwise give full effect to and perfect the rights of Grantee under this Agreement in and to the Patents and Trademarks worldwide, including all documents necessary to record this Agreement with the U.S. Patent and Trademark Office.

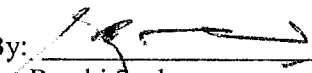
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EXECUTION VERSION

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

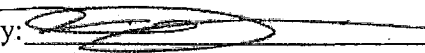
DAX PFT, LLC, a Delaware limited liability company,
as Debtor,

By: **PRIME FOCUS TECHNOLOGIES INC.**, its sole
member

By: 

Ramki Sankaranarayanan
Chief Executive Officer

SAMPLE DIGITAL HOLDINGS LLC, a California
limited liability company, as Secured Party

By: 

Patrick Macdonald-King,
Chief Executive Officer

EXHIBIT A
to
PATENT SECURITY AGREEMENT

LIST OF PATENTS, PATENTS PENDING,
REGISTERED AND FILED TRADEMARKS, URL'S, OTHER TRADEMARKS
AND COPYRIGHTS

Patents and Patents Pending:

1. U.S. Patent #: 7660416
2. U.S. Patent #: 8218764B1
3. U.S. Continuation Utility Patent App Serial #: 12/976,929
4. U.S. Continuation Utility Patent App Serial #: 13/903,908

Registered and filed trademarks:

1. iDailies ® Reg. No. 3243057
2. Digital Dailies ® Reg. No. 2704736
3. DAX | D3® Reg. No. 4093233
4. DAX|Mobile® Reg. No. 4442503
5. DAX™ Ser. No. 85903432
6. DAX Cloud™ Ser. No. 86129037
7. Your Media Universe™ Ser. No. 85903438

URLs:

1. www.digitaldailies.com
2. www.daxsolutions.com
3. www.desktopdailies.com
4. www.sampledigital.com
5. www.idailies.com
6. www.yourmediauniverse.com
7. www.mediauniverse.com
8. www.daxcloud.com
9. www.daxcloud.ca
10. www.daxcloud.com.br
11. www.daxbrazil.com
12. www.daxbrazil.com

Other Trademarks

No trademark applications have been filed for the following logos, although Debtor believes it has trademark rights in such logos:

- | | | |
|----|-----------------|---|
| 1. | Sample Digital |  |
| 2. | DAX |  |
| 3. | Dax D3 |  |
| 4. | DAX Mobile |  |
| 5. | DAXbox |  |
| 6. | DAX Cloud |  |
| 7. | DAX Platform |  |
| 8. | Digital Dailies |  |

Copyrights

Secured Party has unregistered copyrights in the source code for (a) the DAX platform and (b) the DAX websites listed above.

Secured Party has unregistered copyrights in its marketing, sales, and other collateral materials.