

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3010807

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
VISUAL EDGE TECHNOLOGY, INC.	09/03/2014
RECEIVING PARTY DATA	
Name:	WHITE OAK GLOBAL ADVISORS, LLC
Street Address:	3 EMBARCADERO CENTER, SUITE 550
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94111
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5515456
CORRESPONDENCE DATA	
Fax Number:	
<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:	(415) 278-9024
Email:	landwebe@chapman.com
Correspondent Name:	JOSEPH LANDWEBER
Address Line 1:	595 MARKET STREET, 26TH FLOOR
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105
NAME OF SUBMITTER:	JOSEPH LANDWEBER
SIGNATURE:	/Joseph Landweber/
DATE SIGNED:	09/05/2014
Total Attachments: 8	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, supplemented and/or otherwise modified from time to time, this "*Agreement*"), dated as of September 3, 2014, is between VISUAL EDGE TECHNOLOGY, INC., a California corporation (the "*Grantor*"), and WHITE OAK GLOBAL ADVISORS, LLC, a Delaware limited liability company ("*Administrative Agent*"), as Administrative Agent for the benefit of the Lenders party to that certain Loan Agreement (as hereinafter defined).

RECITALS

A. Grantor has previously entered into or is in the process of entering into that certain Loan and Security Agreement, dated as of September 3, 2014 (as amended, supplemented and/or otherwise modified from time to time, the "*Loan Agreement*"), among Grantor, the subsidiaries of Grantor from time to time party thereto as guarantors, the several entities from time to time party thereto as lenders (collectively, "*Lenders*"), and Administrative Agent, pursuant to which Lenders have agreed, subject to certain terms and conditions, to extend various financial accommodations to Grantor.

B. Pursuant to the Loan Agreement, Grantor grants, pledges and assigns to Administrative Agent for the benefit of the Lenders a security interest in, among other assets, the Intellectual Property (as defined in the Loan Agreement) owned by Grantor.

C. Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and in order to induce Lenders to extend credit to Grantor pursuant to the Loan Agreement, Grantor agrees, for the benefit of Administrative Agent, as follows:

Section 1. Definitions. Unless the context otherwise requires, each capitalized term used but not otherwise defined herein has the meaning ascribed thereto in the Loan Agreement.

Section 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance when due of all of the Obligations, Grantor hereby grants, pledges and assigns a security interest to Administrative Agent in and to, all of the following, whether now owned or hereafter acquired (collectively, the "*Patent Collateral*"):

(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 United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country, including without limitation, those patents and patent applications listed on **Schedule A** attached hereto (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "*Patents*");

(b) subject to the terms of the Loan Agreement, all rights under or interest in any patent license agreements with any other party, if any, whether Grantor is a licensee or licensor under any such license agreement (all of the foregoing are hereinafter referred to collectively as the "Patent Licenses"); and

(c) all income, royalties, damages, payments and proceeds at any time due or payable to Grantor or asserted for the benefit of Grantor under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. New Patents. If, before the Obligations shall have been paid in full, Grantor shall obtain rights to any new Patents or Patent Licenses, the provisions of **Section 2** shall automatically apply thereto. Grantor shall promptly update **Schedule A** attached hereto as necessary, but no more frequently than once per fiscal quarter, and provide written notice to Administrative Agent of such updates on a fiscal quarterly basis. Grantor authorizes Administrative Agent to modify this Agreement by amending **Schedule A** attached hereto to reflect such updates.

Section 4. Administrative Agent's Right to Sue. Grantor shall have the right to bring any opposition proceedings, cancellation proceedings, or lawsuit in its own name to enforce or protect the Patents, provided that during the continuance of an Event of Default, Grantor shall seek the prior written consent of Administrative Agent, which will not be unreasonably withheld, in which event Administrative Agent may, if necessary, be joined as a nominal party to such suit if Administrative Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Grantor hereby agrees that, notwithstanding anything to the contrary contained herein or in the Loan Documents, as between Grantor and Administrative Agent, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with all or any of the Patent Collateral so long as Grantor is the owner of such Patent Collateral. Grantor shall promptly, within three days after demand, reimburse and indemnify Administrative Agent for all documented damages, costs, and expenses, including reasonable attorneys' fees, incurred by Administrative Agent in the fulfillment of the provisions of this **Section 4**.

Section 5. Loan Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Administrative Agent in the Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Administrative Agent under the Loan Agreement. The Loan Agreement (and all rights and remedies of Administrative Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms and is incorporated herein by this reference.

Section 6. Release of Security Interest. Upon the payment in full of the Obligations or otherwise in accordance with the terms of the Loan Agreement, the Patent Collateral shall be released from the security interest granted hereby and in the Loan Agreement and all obligations of Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all right, title and interest in and to the Patent Collateral shall revert to Grantor. At the request of Grantor, Administrative Agent shall promptly execute and deliver to Grantor all instruments and other

documents as may be reasonably necessary to release the security interest in and to the Patent Collateral that has been granted hereunder.

Section 7. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated herein by this reference.

Section 8. Loan Document. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

Section 9. Counterparts. This Agreement may be executed in counterparts (and by the 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.

Section 10. GOVERNING LAW; JURISDICTION; ETC.

(a) *GOVERNING LAW.* THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.

(b) *SUBMISSION TO JURISDICTION.* EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA SITTING IN THE CITY AND COUNTY OF SAN FRANCISCO AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT TO WHICH EACH IS A PARTY, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE COURTS OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, IN SUCH FEDERAL COURTS. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ADMINISTRATIVE AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ANY OF ITS PROPERTIES IN THE COURTS OF ANY OTHER JURISDICTION.

(c) *WAIVER OF VENUE.* EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SUBSECTION (B) OF THIS SECTION 10. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) *SERVICE OF PROCESS.* EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE LOAN AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAWS.

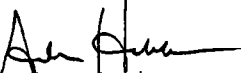
Section 11. WAIVER OF RIGHT TO JURY TRIAL.

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, EACH OF THE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first written above.

WHITE OAK GLOBAL ADVISORS, LLC,
as Administrative Agent

By: 
Name: Andrew Haidich
Title: Managing Member

VISUAL EDGE TECHNOLOGY, INC.,
as Grantor

By: _____
Name: _____
Title: _____


Patent Security Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first written above.

WHITE OAK GLOBAL ADVISORS, LLC,
as Administrative Agent

By: _____
Name: _____
Title: Managing Member

VISUAL EDGE TECHNOLOGY, INC.,
as Grantor

By: 
Name: Yvonne Brown
Title: Chief Financial Officer

Patent Security Agreement

**SCHEDULE A
TO PATENT SECURITY AGREEMENT**

PATENTS

OWNER	REGISTRATION NO. / APPLICATION NO.	REGISTRATION DATE / FILING DATE	STATUS
Visual EDGE Technology, Inc.	5,515,456	10/26/1993	Active