

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3372580

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
FUHU, INC.	05/27/2015

**RECEIVING PARTY DATA**

<b>Name:</b>	OBSIDIAN AGENCY SERVICES, INC.
<b>Street Address:</b>	C/O TENNENBAUM CAPITAL PARTNERS, LLC
<b>Internal Address:</b>	2951 28TH STREET, SUITE 1000
<b>City:</b>	SANTA MONICA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90405

**PROPERTY NUMBERS Total: 134**

Property Type	Number
Patent Number:	8234235
Patent Number:	8239772
Patent Number:	8463764
Patent Number:	8479113
Patent Number:	8489577
Patent Number:	8533610
Patent Number:	9015796
Patent Number:	D607448
Patent Number:	D607457
Patent Number:	D607458
Patent Number:	D618676
Patent Number:	D619593
Patent Number:	D686579
Patent Number:	D691094
Patent Number:	D692006
Patent Number:	D695600
Patent Number:	D697920
Patent Number:	D698334
Patent Number:	D700185

PATENT

Property Type	Number
Patent Number:	D707695
Patent Number:	D708202
Patent Number:	D712427
Patent Number:	D714295
Patent Number:	D714296
Patent Number:	D714298
Patent Number:	D714299
Patent Number:	D714300
Patent Number:	D714301
Patent Number:	D714302
Patent Number:	D714303
Patent Number:	D714304
Patent Number:	D714305
Patent Number:	D714306
Patent Number:	D714307
Patent Number:	D714308
Patent Number:	D714309
Patent Number:	D714310
Patent Number:	D714311
Patent Number:	D714312
Patent Number:	D714620
Patent Number:	D714795
Patent Number:	D714796
Patent Number:	D714797
Patent Number:	D714798
Patent Number:	D714799
Patent Number:	D714800
Patent Number:	D714801
Patent Number:	D714802
Patent Number:	D714803
Patent Number:	D714804
Patent Number:	D714805
Patent Number:	D714806
Patent Number:	D715302
Patent Number:	D715303
Patent Number:	D715304
Patent Number:	D715305
Patent Number:	D715306

<b>Property Type</b>	<b>Number</b>
Patent Number:	D715307
Patent Number:	D715308
Patent Number:	D715319
Patent Number:	D716312
Patent Number:	D717821
Patent Number:	D721033
Patent Number:	D721053
Patent Number:	D721079
Patent Number:	D721408
Patent Number:	D721409
Patent Number:	D727277
Patent Number:	D729827
Application Number:	12383456
Application Number:	12494940
Application Number:	12544129
Application Number:	12707203
Application Number:	12722058
Application Number:	12755818
Application Number:	12848276
Application Number:	13323719
Application Number:	13834986
Application Number:	13841461
Application Number:	13848543
Application Number:	13852840
Application Number:	13891147
Application Number:	13910083
Application Number:	14052897
Application Number:	14193488
Application Number:	14210647
Application Number:	14335844
Application Number:	14453561
Application Number:	14453570
Application Number:	14454624
Application Number:	14522529
Application Number:	14523396
Application Number:	14606965
Application Number:	14621223
Application Number:	14629407

<b>Property Type</b>	<b>Number</b>
Application Number:	14669698
Application Number:	14684140
Application Number:	62038772
Application Number:	62080857
Application Number:	29443687
Application Number:	29443689
Application Number:	29443691
Application Number:	29446123
Application Number:	29446132
Application Number:	29451544
Application Number:	29451545
Application Number:	29453735
Application Number:	29454425
Application Number:	29454426
Application Number:	29457750
Application Number:	29458077
Application Number:	29459731
Application Number:	29476391
Application Number:	29476392
Application Number:	29484534
Application Number:	29484537
Application Number:	29484539
Application Number:	29484542
Application Number:	29484740
Application Number:	29487686
Application Number:	29487688
Application Number:	29487690
Application Number:	29487692
Application Number:	29487696
Application Number:	29488474
Application Number:	29488477
Application Number:	29496871
Application Number:	29496872
Application Number:	29496873
Application Number:	29496874
Application Number:	29496875
Application Number:	29516171
Application Number:	29524556

Property Type	Number
Application Number:	29524571
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(617)526-9899
<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:	617-526-9600
Email:	jmgomez@proskauer.com
Correspondent Name:	PROSKAUER ROSE
Address Line 1:	ONE INTERNATIONAL PLACE
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	74326-012
NAME OF SUBMITTER:	ROBERT S. MAYER
SIGNATURE:	/Robert S. Mayer/
DATE SIGNED:	05/28/2015
<b>Total Attachments: 8</b>	
source=Fuhu Patent Security Agreement#page1.tif	
source=Fuhu Patent Security Agreement#page2.tif	
source=Fuhu Patent Security Agreement#page3.tif	
source=Fuhu Patent Security Agreement#page4.tif	
source=Fuhu Patent Security Agreement#page5.tif	
source=Fuhu Patent Security Agreement#page6.tif	
source=Fuhu Patent Security Agreement#page7.tif	
source=Fuhu Patent Security Agreement#page8.tif	

## Patent Security Agreement

**Patent Security Agreement**, dated as of May 27, 2015, by FUHU, INC. (the "Grantor"), in favor of OBSIDIAN AGENCY SERVICES, INC., c/o Tennenbaum Capital Partners, LLC, 2951 28th Street, Suite 1000, Santa Monica, California 90405, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Grantor is a party to a Guarantee and Collateral Agreement, dated as of May 27, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "GCA"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the GCA and used herein have the meaning given to them in the GCA.

SECTION 2. Grant of Security Interest in Patent and Patent License Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and mortgage on all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- A. all Patents and Patent Licenses of such Grantor listed on Schedule I attached hereto;
- B. all Proceeds of any and all of the foregoing; and
- C. all rights to sue for past, present or future infringements thereof.

Notwithstanding anything to the contrary contained in clauses A, B and C above, the security interest created by this Patent Security Agreement shall not extend to any Collateral excluded from the GCA.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the GCA and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents and Patent Licenses made and granted hereby are more fully set forth in the GCA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the GCA, the provisions of the GCA shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the Payment in Full of the Secured Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents and Patent Licenses under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

FUHU, INC.

By: 

Name: Jim Mitchell

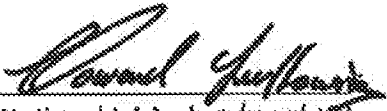
Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]



Accepted and Agreed:

OBSIDIAN AGENCY SERVICES, INC.,  
as Collateral Agent

By:   
Name: HOWARD LEVKOWITZ  
Title: PRESIDENT

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 035775 FRAME: 0181**

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**  
**PATENTS, PATENT APPLICATIONS AND PATENT LICENSES**

**Patents:**

OWNER	REGISTRATION NUMBER
U.S. Utility Patents	
Fuhu, Inc.	8,234,235
Fuhu, Inc.	8,239,772
Fuhu, Inc.	8,463,764
Fuhu, Inc.	8,479,113
Fuhu, Inc.	8,489,577
Fuhu, Inc.	8,533,610
Fuhu, Inc.	9,015,796
U.S. Design Patents	
Fuhu, Inc.	D607,448
Fuhu, Inc.	D607,457
Fuhu, Inc.	D607,458
Fuhu, Inc.	D618,676
Fuhu, Inc.	D619,593
Fuhu, Inc.	D686,579
Fuhu, Inc.	D691,094
Fuhu, Inc.	D692,006
Fuhu, Inc.	D695,600
Fuhu, Inc.	D697,920
Fuhu, Inc.	D698,334
Fuhu, Inc.	D700,185
Fuhu, Inc.	D707,695
Fuhu, Inc.	D708,202
Fuhu, Inc.	D712,427
Fuhu, Inc.	D714,295
Fuhu, Inc.	D714,296
Fuhu, Inc.	D714,298
Fuhu, Inc.	D714,299
Fuhu, Inc.	D714,300
Fuhu, Inc.	D714,301
Fuhu, Inc.	D714,302
Fuhu, Inc.	D714,303
Fuhu, Inc.	D714,304
Fuhu, Inc.	D714,305
Fuhu, Inc.	D714,306
Fuhu, Inc.	D714,307
Fuhu, Inc.	D714,308

OWNER	REGISTRATION NUMBER
Fuhu, Inc.	D714,309
Fuhu, Inc.	D714,310
Fuhu, Inc.	D714,311
Fuhu, Inc.	D714,312
Fuhu, Inc.	D714,620
Fuhu, Inc.	D714,795
Fuhu, Inc.	D714,796
Fuhu, Inc.	D714,797
Fuhu, Inc.	D714,798
Fuhu, Inc.	D714,799
Fuhu, Inc.	D714,800
Fuhu, Inc.	D714,801
Fuhu, Inc.	D714,802
Fuhu, Inc.	D714,803
Fuhu, Inc.	D714,804
Fuhu, Inc.	D714,805
Fuhu, Inc.	D714,806
Fuhu, Inc.	D715,302
Fuhu, Inc.	D715,303
Fuhu, Inc.	D715,304
Fuhu, Inc.	D715,305
Fuhu, Inc.	D715,306
Fuhu, Inc.	D715,307
Fuhu, Inc.	D715,308
Fuhu, Inc.	D715,319
Fuhu, Inc.	D716,312
Fuhu, Inc.	D717,821
Fuhu, Inc.	D721,033
Fuhu, Inc.	D721,053
Fuhu, Inc.	D721,079
Fuhu, Inc.	D721,408
Fuhu, Inc.	D721,409
Fuhu, Inc.	D727,277
Fuhu, Inc.	D729,827

**Patent Applications:**

OWNER	APPLICATION NUMBER
U.S. Utility Patent Applications	
Fuhu, Inc.	12/383,456
Fuhu, Inc.	12/494,940
Fuhu, Inc.	12/544,129
Fuhu, Inc.	12/707,203
Fuhu, Inc.	12/722,058
Fuhu, Inc.	12/755,818

OWNER	APPLICATION NUMBER
Fuhu, Inc.	12/848,276
Fuhu, Inc.	13/323,719
Fuhu, Inc.	13/834,986
Fuhu, Inc.	13/841,461
Fuhu, Inc.	13/848,543
Fuhu, Inc.	13/852,840
Fuhu, Inc.	13/891,147
Fuhu, Inc.	13/910,083
Fuhu, Inc.	14/052,897
Fuhu, Inc.	14/193,488
Fuhu, Inc.	14/210,647
Fuhu, Inc.	14/335,844
Fuhu, Inc.	14/453,561
Fuhu, Inc.	14/453,570
Fuhu, Inc.	14/454,624
Fuhu, Inc.	14/522,529
Fuhu, Inc.	14/523,396
Fuhu, Inc.	14/606,965
Fuhu, Inc.	14/621,223
Fuhu, Inc.	14/629,407
Fuhu, Inc.	14/669,698
Fuhu, Inc.	14/684,140
Fuhu, Inc.	62/038,772
Fuhu, Inc.	62/080,857
U.S. Design Patent Applications	
Fuhu, Inc.	29/443,687
Fuhu, Inc.	29/443,689
Fuhu, Inc.	29/443,691
Fuhu, Inc.	29/446,123
Fuhu, Inc.	29/446,132
Fuhu, Inc.	29/451,544
Fuhu, Inc.	29/451,545
Fuhu, Inc.	29/453,735
Fuhu, Inc.	29/454,425
Fuhu, Inc.	29/454,426
Fuhu, Inc.	29/457,750
Fuhu, Inc.	29/458,077
Fuhu, Inc.	29/459,731
Fuhu, Inc.	29/476,391
Fuhu, Inc.	29/476,392
Fuhu, Inc.	29/484,534
Fuhu, Inc.	29/484,537
Fuhu, Inc.	29/484,539
Fuhu, Inc.	29/484,542
Fuhu, Inc.	29/484,740
Fuhu, Inc.	29/487,686

<b>OWNER</b>	<b>APPLICATION NUMBER</b>
Fuhu, Inc.	29/487,688
Fuhu, Inc.	29/487,690
Fuhu, Inc.	29/487,692
Fuhu, Inc.	29/487,696
Fuhu, Inc.	29/488,474
Fuhu, Inc.	29/488,477
Fuhu, Inc.	29/496,871
Fuhu, Inc.	29/496,872
Fuhu, Inc.	29/496,873
Fuhu, Inc.	29/496,874
Fuhu, Inc.	29/496,875
Fuhu, Inc.	29/516,171
Fuhu, Inc.	29/524,556
Fuhu, Inc.	29/524,571