

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

EPAS ID: PAT3976920

<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>
IMVU, INC.	07/20/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	STRUCTURAL CAPITAL INVESTMENTS II, LP
<b>Street Address:</b>	3555 ALAMEDA DE LAS PULGAS, SUITE 208
<b>City:</b>	MENLO PARK
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94025
<b>PROPERTY NUMBERS Total: 10</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7912793
Patent Number:	8290881
Patent Number:	8650134
Patent Number:	7995064
Patent Number:	7342587
Patent Number:	8799400
Application Number:	13586551
Application Number:	14190059
Application Number:	14318661
Application Number:	14292926
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(310)484-5140
<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>	
<b>Phone:</b>	(310) 440-4100
<b>Email:</b>	bpoullard@raineslaw.com
<b>Correspondent Name:</b>	BUNNIE POUILLARD
<b>Address Line 1:</b>	9720 WILSHIRE BLVD
<b>Address Line 2:</b>	5TH FLOOR
<b>Address Line 4:</b>	BEVERLY HILLS, CALIFORNIA 90212
<b>NAME OF SUBMITTER:</b>	BUNNIE POUILLARD

PATENT

<b>SIGNATURE:</b>	/Bunnie Poullard/
<b>DATE SIGNED:</b>	07/25/2016
	This document serves as an Oath/Declaration (37 CFR 1.63).
<b>Total Attachments: 6</b> source=2. SC - IMVU - IP Security Agreement#page1.tif source=2. SC - IMVU - IP Security Agreement#page2.tif source=2. SC - IMVU - IP Security Agreement#page3.tif source=2. SC - IMVU - IP Security Agreement#page4.tif source=2. SC - IMVU - IP Security Agreement#page5.tif source=2. SC - IMVU - IP Security Agreement#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 20, 2016, by and between STRUCTURAL CAPITAL INVESTMENTS II, LP ("*Lender*") and IMVU, INC., a Delaware corporation ("*Borrower*").

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "*Loan Agreement*"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Borrower grants to Lender a continuing, first priority security interest in all of Borrower's right, title and interest in, its Intellectual Property (including, without limitation, those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto) whether now existing or hereafter arising, and 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, subject to the terms of the Loan Agreement. Borrower represents and warrants as of the date hereof that Schedules A, B and C attached hereto set forth all intellectual property rights in connection to 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. Borrower agrees to update the Schedules hereto in writing and send the same to Lender not less than quarterly as provided in the Loan Agreement with respect to any updates, modifications or additions to the intellectual property rights of Borrower. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[SIGNATURE PAGE FOLLOWS]

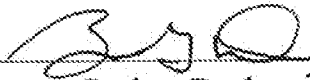
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**BORROWER:**

Address of Borrower:

IMVU, Inc.  
1001 Marshall Street, Suite 100  
Redwood City, California 94063  
Attention: Brett Durrett  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: bdurrett@imvu.com

IMVU, INC.,  
a Delaware corporation

By:   
Name: BRETT G. DURRETT  
Title: CEO

Address of Lender:

Structural Capital Investments II, LP  
3555 Alameda De Las Pulgas, Suite 208  
Menlo Park, California 94025  
Attention: Kai Tse  
Telephone: (650) 906-6936  
Fax: (415) 520-2234  
Email: Kai@structuralcapital.com

**LENDER:**

STRUCTURAL CAPITAL INVESTMENTS II, LP,  
a Delaware limited partnership

By: STRUCTURAL CAPITAL GP II, LLC,  
a Delaware limited liability company  
its General Partner

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.

**BORROWER:**

Address of Borrower:

IMVU, Inc.  
1001 Marshall Street, Suite 100  
Redwood City, California 94063  
Attention: Brett Durrett  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: bdurrett@imvu.com

**IMVU, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Lender:

Structural Capital Investments II, LP  
3555 Alameda De Las Pulgas, Suite 208  
Menlo Park, California 94025  
Attention: Kai Tse  
Telephone: (650) 906-6936  
Fax: (415) 520-2234  
Email: Kai@structuralcapital.com

**LENDER:**

**STRUCTURAL CAPITAL INVESTMENTS II, LP,**  
a Delaware limited partnership

**By: STRUCTURAL CAPITAL GP II, LLC,**  
a Delaware limited liability company

DocuSigned by:  
Kai Tse  
its General Partner

By: \_\_\_\_\_  
00DF39B80B88460

Name: Kai Tse

Title: Managing Member

SCHEDULE A

Copyrights

If None, check this box:

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

SCHEDULE B

## Patents

If None, check this box: 

	<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue /Application Date</u>
1.	COMPUTER-IMPLEMENTED METHOD AND APPARATUS TO ALLOCATE REVENUE FROM A DERIVED AVATAR COMPONENT (plus 2 continuations)	7912793, 8290881, 8650134	January 13, 2005, March 17, 2011, September 11, 2012
2.	COMPUTER-IMPLEMENTED CHAT SYSTEM HAVING DUAL CHANNEL COMMUNICATIONS AND SELF-DEFINING PRODUCT STRUCTURES	7995064	August 26, 2005
3.	COMPUTER-IMPLEMENTED SYSTEM AND METHOD FOR HOME PAGE CUSTOMIZATION AND E-COMMERCE SUPPORT	7342587	September 30, 2005
4.	SYSTEM AND METHOD FOR MANAGING MULTIPLE QUEUES OF NON-PERSISTENT MESSAGES IN A NETWORKED ENVIRONMENT	8799400	February 2, 2011
5.	SYSTEM AND METHOD FOR INCREASING CLARITY AND EXPRESSIVENESS IN NETWORK COMMUNICATIONS (plus 1 continuation) Both Allowed, pending issue	US-pub-20140052794 US-pub-20140181229	August 15, 2012, February 25, 2014
6.	SYSTEM AND METHOD FOR MANAGING MULTIPLE QUEUES OF NON-PERSISTENT MESSAGES IN A NETWORKED ENVIRONMENT- Continuation 1	14292926	June 1, 2014
7.	SYSTEM AND METHOD FOR MANAGING MULTIPLE QUEUES OF NON-PERSISTENT MESSAGES IN A NETWORKED ENVIRONMENT- Continuation 2	14318661	June 29, 2014

SCHEDULE C

## Trademarks

If None, check this box: 

	<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application / Registration Date</u>
1.	WITHME – Goods -- Computer game software	4576599	July 29, 2014
2.	IMVU & Design (Stacked Squares) – Goods – 3D animation software	3977135	June 14, 2011
3.	C (STYLIZED) – Goods – Online retail store services	3384214	February 19, 2008
4.	IMVU -- Goods – Online retail store services	3384205	February 19, 2008
5.	IMVU (Stylized) – Goods -- Online retail store services	3384212	February 19, 2008
6.	IMVU – Goods – Electronic transmission of messages & data	3323487	October 30, 2007
7.	IMVU – Goods – Entertainment services/online computer games	3323488	October 30, 2007
8.	IMVU – Goods – Online non-downloadable software	3323489	October 30, 2007
9.	IMVU (Stylized) – Goods – Electronic transmission of messages & data	3323554	October 30, 2007
10.	IMVU (Stylized) – Goods – Entertainment services/online computer games	3323555	October 30, 2007
11.	IMVU (Stylized) – Goods – 3D animation software	3323556	October 30, 2007
12.	KEYHOLE Design – ABANDONED	3323557	October 30, 2007

**PATENT****RECORDED: 07/25/2016****REEL: 039249 FRAME: 0088**