506236545 09/03/2020 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6283289

08/31/2020

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
DELUXE 3D LLC,	Execution Date 08/31/2020	

RUSHES POSTPRODUCTION LIMITED

RECEIVING PARTY DATA

Name:	ALTER DOMUS (US) LLC
Street Address:	225 W. WASHINGTON ST., 9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	8538135
Patent Number:	8977039
Patent Number:	8638329
Patent Number:	8681182
Patent Number:	9342861
Patent Number:	10229535
Application Number:	15884015
Application Number:	15884145
Application Number:	16376580
Application Number:	16664502
Application Number:	16664205
Application Number:	16664043
Application Number:	16663736
Application Number:	16663657

CORRESPONDENCE DATA

(212)806-6006

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

Fax Number:

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.								
		-						
Phone:		065400						
Email:		arin@stroock.com, jmann@stroock.com						
Correspondent Name:		DOCK & STROOCK & LAVAN LLP						
Address Line 1:	180 N	AIDEN LANE						
Address Line 4:	NEW	YORK, NEW YORK 10038						
ATTORNEY DOCKET NUMBER	:	006633/0003						
NAME OF SUBMITTER:		JEFFREY MANN						
SIGNATURE:		/Jeffrey Mann/						
DATE SIGNED:		09/03/2020						
Total Attachments: 17		·						
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BRIDGE PATENT AND TRADEMARK SECURITY AGREEMENT dated as of August 31, 2020 (this "Agreement"), between DELUXE 3D LLC, a Delaware limited liability company, having an office at 2400 West Empire Avenue, Burbank, CA 91504, DELUXE CREATIVE SERVICES INC. (F/K/A DELUXE MEDIA CREATIVE SERVICES INC.), a Delaware corporation, having an office at 2400 West Empire Avenue, Burbank, CA 91504, RUSHES POSTPRODUCTION LIMITED having an office at Film House 142 Wardour Street London W1F 8DD (each a "Grantor" and collectively the "Grantors") and ALTER DOMUS (US) LLC, a limited liability company having an office at 225 W. Washington St., 9th floor Chicago IL 60606, in its capacity as administrative agent and collateral agent for certain Lenders (the "Collateral Agent").

Reference is made to (a) the Bridge Credit Agreement dated as of August 31, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Bridge Credit Agreement"), among DELUXE ENTERTAINMENT SERVICES GROUP INC., a Delaware corporation (the "Borrower"), DESG INTERMEDIATE II INC., a Delaware corporation ("Holdings"), the Lenders party thereto and ALTER DOMUS (US) LLC, as Administrative Agent and Collateral Agent, and (b) the Bridge Guarantee and Collateral Agreement dated as of August 31, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Bridge Guarantee and Collateral Agreement"), among the Borrower, Holdings, the Guarantors, Subsidiary Guarantors, Grantors (as defined therein) and ALTER DOMUS (US) LLC as Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Bridge Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors, Holdings and the Guarantors party hereto are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Bridge Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Bridge Guarantee and Collateral Agreement. The rules of construction specified in Section 1.2 of the Bridge Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Patent and Trademark Collateral*") as collateral security for the payment or performance, as the case may be (whether at the stated maturity, by acceleration or otherwise), of the Secured Obligations:

(i) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including

registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office) ("<u>PTO</u>"), including those listed on Schedule I hereto, and all reissues, continuations, divisions, continuations in part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and

(ii) (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations thereof, and all registration applications filed in connection therewith, including registrations and registration applications in the PTO, including registrations, recordings and pending applications in the PTO (or any successor office), and all extensions or renewals thereof, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule II hereto and (b) all goodwill associated therewith or symbolized thereby, including any rights or interests that reflect or embody such goodwill.

provided, however, that the foregoing pledge assignment and grant of security interest will not cover any applications for any trademarks that have been filed with the PTO on the basis of an "intent-to-use" with respect to such trademarks until an appropriate amendment to allege use or statement of use is filed in and accepted by the PTO.

SECTION 3. *Collateral Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Bridge Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Bridge Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Bridge Guarantee and Collateral Agreement, the terms and Collateral Agreement, the terms of the Bridge Guarantee and Collateral Agreement and the Bridge Guarantee and Collateral Agreement, the terms of the Bridge Guarantee and Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. *Intercreditor Agreements.* Notwithstanding anything herein to the contrary, each of (i) the obligations of each Grantor under this Agreement, (ii) the lien and security interest granted to the Collateral Agent pursuant to this Agreement, (iii) the release of Collateral from the Lien granted and created hereby and (iv) the exercise of any right or remedy by Collateral Agent hereunder are, in each case, subject to the provisions of the Intercreditor Agreements (as defined in the Bridge Credit Agreement). In the event of any conflict or inconsistency between the provisions of any of the Intercreditor Agreements and this Agreement, the provisions of the Intercreditor Agreements shall control.

SECTION 6 *Recordation*. Each of the Grantors hereby authorizes the Commissioners for Patents and Trademarks and any other related government officials to record and register this Agreement in connection with the Patent and Trademark Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DELUXE 3D LLC, as a Grantor

By:

Name: John Eric Cummins Title: Chief Executive Officer

DELUXE ENTERTAINMENT SERVICES INC., as a Grantor

By:

Name: John Eric Cummins Title: Chief Executive Officer

COMPANY 3 / METHOD INC. (F/K/A DELUXE CREATIVE SERVICES INC.), as a Grantor

By:

Name: John Eric Cummins Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

ALTER DOMUS (US) LLC, as Administrative Agent and Collateral Agent

By:

and the second second

Name: Title:

Matthew Trybula Associate Counsel

[Signature Page to Intellectual Property Security Agreement]

COUNTRY United States of America United States of America	APP. NO. 12634368 14010414	FILING DATE Dec 9, 2009 Aug 26, 2013	26, ^{, , ,} E C	NG PAT. E NO. 9, 8538135 26, 8977039	
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United States of America	12634379	Dec 9, 2009		8638329	8638329 Jan 28, 2014
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INTERPOLATION STEREOSCOPIC AUTO-IMAGES SEGMENTED FROM COLOR PULLING KEYS SEGMENTED FROM COLOR PULLING KEYS

IMAGES

TITLE

SCHEDULE I

NY 78202054v2

VIRTUAL AUTOMATED METHODS FOR SYSTEMS AND RENDERING VIEWPOINT ALTERNATE RENDERING VIEWPOINT ALTERNATE

Canada

2960296

Mar 8, 2017

Creative Services Inc.

Deluxe

GEOMETRY

DEFORMATION

TITLECOUNTRYAPP. NO.FILINGISUEISUEINUEINUESYSTEMS ANDUnited15065114Mar 9,10229535MarDelaxeAUTOMATEDAmerica15065114Mar 9,10229535MarDelaxeAUTOMATEDAmerica20162016201920192019DELIVERY OFCanada3031360Jan 24,DelaxeDelaxeHIGH-FIDELITYPatent191540335Jan 28,DelaxeDelaxeCONTENTDELIVERY OFUnited15884015Jan 30,DelaxeDelaxeDELIVERY OFUnited15884015Jan 30,DelaxeDelaxeCONTENTStates of15884015Jan 30,CreativeServices Inc.DIGTITAL VIDEOCanada3031366Jan 24,DelaxeDelaxeINDEXING OFPatent191540509Jan 28,DelaxeDelaxeNDEXING OFEuropean191540509Jan 28,DelaxeDelaxeNDEXING OFPatent191540509Jan 28,DelaxeCreativeNDEXING OFEuropean191540509Jan 28,DelaxeCreativeNDEXING OFPatent191540509Jan 28,DelaxeDelaxeNDEXING OFPatent191540509Jan 30,DelaxeCreativeNDEXING OFPatent191540509Jan 30,DelaxeCreativeNDEXING OFStates of19184145Jan 30,DelaxeCreativeNDEXING OF <t< th=""><th></th><th></th><th></th><th>1</th><th> • </th><th>2</th><th></th></t<>				1	 • 	2	
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		ALT. 140.	DATE	NO.	DATE	CWINEN
DIGITAL VIDEO						
CONTENT						
CONFORMANCE	Canada	3039239	Apr 5,			Deluxe
OF MEDIA CONTENT TO			2019			Creative Services Inc.
ORIGINAL						
CAMERA						
SOURCE USING						
OPTICAL						
CHARACTER						
RECOGNITION						
CONFORMANCE	European	191676253	Apr 5,			Deluxe
OF MEDIA	Patent		2019			Creative
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SOURCE USING						
OPTICAL						
CHARACTER						
CONFORMANCE	United	16376580	Apr 5,			Deluxe
OF MEDIA	States of		2019			Creative
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ORIGINAL						
CAMERA						
SOURCE USING						
OPTICAL						

TITLE	COUNTRY APP. NO.	APP. NO.	FLING	PAT.	ISSUE	OWNER
				NO.		
CHARACTER						
DIGITAL MODEL CALIBRATION	United States of	16664502	Oct 25, 2019			Deluxe Creative
USING SIDE BUMPERS IN AN	America					Services Inc.
AUGMENTED						
REALITY SYSTEM						
DIGITAL MODEL	United	16664205	Oct 25,			Deluxe
CALIBRATION	States of		2019			Creative
USING VIRTUAL	America					Services Inc.
GATE IN AN						
AUGMENTED						
REALITY						
SYSTEM						
DIGITAL	United	16664043	Oct 25,			Deluxe
PLACEMENT IN	States of		2019			Creative
AN AUGMENTED	America					Services Inc.
REALITY						
SYSTEM						

TITLE	COUNTRY APP. NO. FILING	APP. NO.		PAT.	ISSUE	ISSUE OWNER
			DATE	NO.	DATE	
CAMERA PATH	United	16663736	Oct 25,			Deluxe
EXTRACTION IN	States of		2019			Creative
AUGMENTED	America					Services Inc.
REALITY						
GENERATION						
HORIZONTAL	United	16663657	Oct 25,			Deluxe
PLANE	States of		2019			Creative
ALIGNMENT IN	America					Services Inc.
AN AUGMENTED						
REALITY						
SYSTEM						

Deluxe Creative	Deluxe Creative Services Inc.	Deluxe Creative Services Inc.	Deluxe Creative Services Inc.	Deluxe Media Creative Services Inc.	Deluxe Media Creative Services Inc.	Deluxe Creative Services Inc.	Owner
CO3 & Design (6 bars)	CO3 & Design (6 bars)	C03	C03	CIS VISUAL EFFECTS	CIS & Design	BEAST & Design	Mark
United States of America	European Union	United States of America	European Union	Australia	Australia	United States of America	Country
85/554,663	015075211 Feb 4, 2016	78/758,728 Nov 21, 2005	014916076 Dec 15, 2015	1359241 May 3, 2010	1359240 May 3, 2010	88/519,545 Jul 17, 2019	Application No. Filing Date
4260495	015075211 May 20, 2016	3399692 Mar 18, 2008	014916076 Apr 20, 2016	1359241 Dec 17, 2010	1359240 Jul 11, 2011		Reg No. Reg. Date

SCHEDULE II

Deluxe Entertainment Services Group	Deluxe Creative Services Inc.	Services Inc.	Owner								
COLORSTREAM	COLORSTREAM	COLORSTREAM	COLORSTREAM	COLORSTREAM	COLORSTREAM	COLORSTREAM	COLORSTREAM	COLORSTREAM	COLORSTREAM		Mark
India	European Union	European Union	European Union	China	China	Canada	Australia	Australia	Australia		Country
3532512 Apr 24, 2017	1354372 Apr 10, 2017	1356597 Apr 10, 2017	1356593 Apr 10, 2017	23608583 Apr 17, 2017	23608584 Apr 17, 2017	1,832,140 Apr 11, 2017	1857078 Apr 10, 2017	1860134 Apr 10, 2017	1860133 Apr 10, 2017	Feb 28, 2012	Application No. Filing Date
3532512 Jun 22, 2018	1354372 Dec 11, 2017	1356597 Dec 22, 2017	1356593 Dec 22, 2017	23608583 Apr 7, 2018	23608584 Apr 7, 2018	TMA1,031,323 Jun 25, 2019	1857078 Feb 22, 2018	1860134 Feb 22, 2018	1860133 Feb 22, 2018	Dec 18, 2012	Reg No. Reg. Date

EDITPOOL European Union	Deluxe Creative EFILM Australia 1200355 Services Inc. Sep 21, 2007	Deluxe Creative EFILM Canada 1,186,827		tive EFILM United Kingdom	tive EFILM United Kingdom tive EFILM United States of America
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Services Inc. Deluxe Creative Services Inc.	Deluxe Creative Services Inc. Deluxe Creative	Deluxe Creative Services Inc.	Deluxe Creative Services Inc.	Deluxe Creative Services Inc.	Owner
ENCORE & Design	ENCORE	EFILM DIGITAL LABORATORIES & D	EFILM DIGITAL LABORATORIES & D	EFILM DIGITAL LABORATORIES & D	Mark
United States of America	European Union United States of America	United Kingdom	Canada	Australia	Country
Mar 20, 2017 87/378,337 Mar 20, 2017	014840615 Nov 26, 2015 87/378,330	2340891 Aug 15, 2003	1,186,828 Aug 18, 2003	966565 Aug 18, 2003	Application No. Filing Date
Oct 10, 2017 5306402 Oct 10, 2017	014840615 May 3, 2016 5306398	2340891 Oct 1, 2004	TMA733001 Jan 22, 2009	966565 Jun 9, 2004	Reg No. Reg. Date

Deluxe 3D LLC	Deluxe 3D LLC	Rushes Postproduction Limited	Rushes Postproduction Limited	Deluxe Media Creative Services Inc.	Deluxe Creative Services Inc.	Deluxe Creative Services Inc.	Deluxe Creative Services Inc.	Deluxe Creative Services Inc.	Owner
STEREO D & Design	STEREO D	RUSHES	RUSHES	MOBILABS	Miscellaneous Design (6 bars)	METHOD STUDIOS	METHOD MADE	METHOD	Mark
United States of America	United States of America	European Union	European Union To Be Abandoned	United States of America	United States of America	European Union	United States of America	United States of America	Country
85/590,591 Apr 5, 2012	85/590,587 Apr 5, 2012	014861983 Dec 2, 2015	1570290 Mar 22, 2000	85/594,870 Apr 11, 2012	86/901,934 Feb 9, 2016	014840581 Nov 26, 2015	88/206,862 Nov 27, 2018	75/627,640 Jan 26, 1999	Application No. Filing Date
4297508 Mar 5, 2013	4297507 Mar 5, 2013	014861983 May 20, 2016	1570290 Aug 27, 2001	4273492 Jan 8, 2013	5154127 Mar 7, 2017	014840581 Apr 15, 2016	6,038,079 Apr 21, 2020	2480453 Aug 21, 2001	Reg No. Reg. Date

Deluxe Creative Services Inc.	Deluxe Entertainment Services Group Inc. [assignment pending]	Deluxe Creative Services Inc.	Deluxe Entertainment Services Group Inc. [assignment pending]	Deluxe Entertainment Services Inc. [assignment pending]	Owner
SYNAPSE	SYNAPSE	SYNAPSE	SYNAPSE	SYNAPSE	Mark
United States of America	United Kingdom	International Bureau (WIPO)	European Union	Canada	Country
87/387,273 Mar 27, 2017	1373392 Sep 13, 2017	1373392 Sep 13, 2017	1373392 Sep 13, 2017	1,859,153 Sep 25, 2017	Application No. Filing Date
5482237 May 29, 2018	1373392 Apr 10, 2018	1373392 Sep 13, 2017	1373392 Apr 4, 2018	TMA1,041,544 Jul 16, 2019	Reg No. Reg. Date