

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	SECURITY INTEREST
-----------------------	-------------------

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Image Metrics Limited		08/15/2008	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	ETV Capital S.A.
Street Address:	6 rue Philippe II
City:	Grand Duchy
State/Country:	LUXEMBOURG
Postal Code:	L2340
Entity Type:	COMPANY: LUXEMBOURG

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77043287	IMAGE METRICS

CORRESPONDENCE DATA

Fax Number: (617)526-5000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-526-6453
 Email: huelinh.tran@wilmerhale.com
 Correspondent Name: Donald R. Steinberg, Esq.
 Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP
 Address Line 2: 60 State Street
 Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	288.097.120
-------------------------	-------------

DOMESTIC REPRESENTATIVE

Name: Donald R. Steinberg, Esq.
 Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP
 Address Line 2: 60 State Street

CH \$40.00 77043287

Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:

Donald R. Steinberg

Signature:

/donald r. steinberg/

Date:

08/21/2008

Total Attachments: 5

source=Intellectual Property Security Agreement#page1.tif

source=Intellectual Property Security Agreement#page2.tif

source=Intellectual Property Security Agreement#page3.tif

source=Intellectual Property Security Agreement#page4.tif

source=Intellectual Property Security Agreement#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is entered into as of the 15 day of August 2008 between **Image Metrics Limited**, a company registered in England and Wales under company number 04098216 with a registered office at the Second Floor, Park Gate, 25 Milton Park, Oxford, Oxfordshire OX 14 4SH (the "Grantor"), and **ETV Capital S.A.**, a company incorporated under the laws of the Grand Duchy of Luxembourg with a registered office at 6 rue Philippe II, L2340 Luxembourg (the "Secured Party").

RECITALS

A. This Agreement is being executed in connection with that certain Loan Agreement between Grantor and Secured Party dated 3 March 2008 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement") and that certain Debenture between Grantor and Secured Party dated 1 July 2008 (as the same may be amended, modified or supplemented from time to time, the "Debenture"). Under the terms of the Loan Agreement, Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in, among other things, certain intellectual property, including trademarks and patents, to secure the Secured Liabilities (as defined in the Debenture) of Grantor. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement or, if not defined therein, the Debenture.

B. Grantor has adopted, used and is using (or has filed applications for the registration of) (i) the trademarks, service marks, and trade names listed on Schedule A hereto (the "Trademarks") and (ii) the (x) United States Letters Patent and the inventions described and claimed therein, and (y) the applications for Letters Patent and the inventions described and claimed therein, as set forth on Schedule B (collectively, the "Patents").

C. Under the terms of the Debenture, Secured Party is acquiring a lien on and security interest in, to and under Grantor's Intellectual Property, including the Trademarks and Patents, whether presently existing or hereafter acquired. Secured Party desires to have its security interest in such Intellectual Property, including the Trademarks and Patents, confirmed by a document identifying such collateral in such a form that it may be recorded in the United States Patent and Trademark Office or any other applicable office.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, as collateral security for the Secured Liabilities of Grantor under the Loan Agreement and Debenture, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the prompt and complete payment and performance when due of all its Secured Liabilities under the Loan Agreement and Debenture, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under, its Intellectual

Property (including without limitation the Patents and Trademarks), together with all goodwill of the business symbolized by the Trademarks, 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, and all proceeds of each of the foregoing (including, without limitation, all license royalties and proceeds of infringement suits).

This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement and Debenture. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and Debenture and the other Facility Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided herein or in the Debenture or Loan Agreement or any of the Facility Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein. The exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Facility Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

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

IMAGE METRICS LIMITED

By: S.P. Elms
Name: SIMON PAUL ELMS
Title: COMPANY SECRETARY
Address: 1 PORTLAND ST
5th FLOOR
MANCHESTER
M1 3BE
ETV CAPITAL S.A.

By: _____
Name:
Title:
Address:

Property (including without limitation the Patents and Trademarks), together with all goodwill of the business symbolized by the Trademarks, 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, and all proceeds of each of the foregoing (including, without limitation, all license royalties and proceeds of infringement suits).

This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement and Debenture. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and Debenture and the other Facility Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided herein or in the Debenture or Loan Agreement or any of the Facility Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein. The exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Facility Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

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

IMAGE METRICS LIMITED

By: _____
Name:
Title:
Address:

ETV CAPITAL S.A.

By: _____
Name: *Brian DeNahan*
Title: *Director*
Address: *6 Rue Philippe II
L. 2340 Luxembourg*

Charles Etroude
Director

SCHEDULE A

Trademarks

Jurisdiction	Trade mark	Number	Status
US	IMAGE METRICS	77043287	Application

SCHEDULE B

Patents

Jurisdiction	Patent/Patent Application number	Title	Status
WO	PCT/US05/043959	Method for cleaning Motion Capture Data	Application
US	60/634,488	Method and System for Cleaning Motion Capture Data	Application
US	7,324,110	Method and System for Cleaning Motion Capture Data	Granted
US	60/675,251	Animating Graphical Objects using input Video	Application
US	11/376,868	Method and system for characterization of knee joint morphology	Application
US	60/735,035	Replacement of faces in existing Video	Application
US	2948/107	Development Tools for Animated Character Rigging	Application