

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LUXOLOGY LLC		09/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	41 Lothbury		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2R 7HF		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85169625	DEEP IMAGE	
Registration Number:	3088625	LUXOLOGY	
Registration Number:	3036825	MODO	
Registration Number:	3335973	NEXUS	
Registration Number:	4050241	RAYGL	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1100 G Street NW, Suite 420		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

OP \$140.00 85169625

ATTORNEY DOCKET NUMBER:	F141323
DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Matthew R. Pierce
Signature:	/Matthew R. Pierce/
Date:	09/20/2012
Total Attachments: 6 source=Trademark filing - IP Security Agreement#page2.tif source=Trademark filing - IP Security Agreement#page3.tif source=Trademark filing - IP Security Agreement#page4.tif source=Trademark filing - IP Security Agreement#page5.tif source=Trademark filing - IP Security Agreement#page6.tif source=Trademark filing - IP Security Agreement#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 13, 2012 by and between the Grantors listed on the signature page hereto (collectively, the "Grantor") and SILICON VALLEY BANK, as Lender (in such capacity, the "SVB").

RECITALS

A. SVB has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor and certain affiliates of Grantor in the amounts and manner set forth in that certain Multicurrency Term and Revolving Facilities Agreement, dated as of March 14, 2011 as amended and restated on the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Facilities Agreement"), by and among THE FOUNDRY MIDCO NO 2 LIMITED ("Parent"), THE FOUNDRYBIDCO LIMITED ("Company"), the Grantors, the other parties listed on Schedule 1 to the Facilities Agreement and SVB. Unless otherwise defined herein, capitalized terms shall have the respective meanings given to such terms in the Collateral Agreement (as defined herein).

B. In consideration of the agreement by SVB to make the Loans under the Facilities Agreement, the Grantors have entered into that certain Collateral Agreement in favor of SVB, dated as of September __, 2012 (as the same may be amended, modified or supplemented from time to time, the "Collateral Agreement").

C. Pursuant to the terms of the Collateral Agreement, Grantor has granted to SVB a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Secured Obligations under the Facilities Agreement and Finance Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Secured Obligations under the Facilities Agreement and the Collateral Agreement, Grantor grants and pledges to SVB a security interest in all of such Grantor's right, title and interest in, to and under its Collateral constituting Intellectual Property (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), and including without limitation 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.

This security interest is granted in conjunction with the security interest granted to SVB under the Collateral Agreement. The rights and remedies of SVB with respect to the security interest granted hereby are not intended to be greater than those set forth in the Collateral Agreement and shall not be deemed to modify or expand and right, title or interest of SVB under the Collateral Agreement. Each right, power and remedy of SVB provided for herein or in the Collateral Agreement, 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 and the exercise by SVB of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement and the Collateral Agreement, or

now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including SVB, of any or all other rights, powers or remedies. In the event of any conflict between the terms of this Intellectual Property Security Interest and those of the Collateral Agreement, the terms of the Collateral Agreement shall control.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of Page Left Intentionally Blank]

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.

GRANTOR:

Address of Grantor:

LUXOLOGY LLC

c/o The Foundry
6th Floor, Communication Building
48 Leicester Square
London, WC2H 7LT, England

By: LJ B LAMIS
Name: BILL COYD
Title: MANAGER

LENDER:

Address of Bank:

SILICON VALLEY BANK

41 Lothbury
London EC2R 7HF

By: [Signature]
Name: ITA COSSINS
Title: RELATIONSHIP DIRECTOR

[Signature page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Title of Work	Reg. No.	Reg. Date	Owner
MODO	TX 6-227-601	03/07/2005	Luxology LLC

EXHIBIT B

Patents

Country	Appln. No. / Filing Date	Patent No. / Issued Date / Publication No.	Title	Applicant
US	11/186,462 07/20/2005	US2006-0158459	Systems and Methods For Creating User Interfaces	Luxology LLC
US	11/186,200 07/20/2005	7,688,323 03/30/2010	Function Portions of Animation Program	Luxology LLC
US	11/484,064 07/11/2006	7,496,416 02/24/2009	Input/Output Curve Editor	Luxology LLC
US	11/485,866 07/13/2006	7,808,501 10/05/2010	Method Of Shading Using Sample Vectors	Luxology LLC
US	11/486,339 07/13/2006	7,538,779 05/26/2009	Method of Rendering Pixel Images From Abstract Datasets	Luxology LLC
US	11/999,148 12/03/2007	US2008-0129729	Systems For Advanced Editing And Rendering of Images	Luxology LLC
US	13/435,194		Particle Cash Editing	Luxology LLC

EXHIBIT C

Trademarks

Country	Mark	Appin. No/ Filing Date	Reg. No/ Reg. Date	Owner
United States	DEEP IMAGE	85/169,625 11/04/2010	- -	Luxology LLC
United States	LUXOLOGY	78/449,853 07/13/2004	3,088,625 05/02/2006	Luxology LLC
United States	MODO	78/449,869 07/13/2004	3,036,825 12/27/2005	Luxology LLC
United States	NEXUS	78/504,790 10/22/2004	3,335,973 11/13/2007	Luxology LLC
United States	RAYGL	85/062,924 06/15/10	4050241 11/01/2011	Luxology LLC