

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RED GIANT LLC		11/30/2016	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Cadence Bank, N.A.		
Street Address:	901 South Mopac Expressway		
Internal Address:	Building V, Suite 250		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3245534	INSTANT HD	
Registration Number:	3771534	RED GIANT SOFTWARE	
Registration Number:	4771380	RED GIANT UNIVERSE	
Registration Number:	4771381	UNIVERSE	
Registration Number:	3847789	PLURALEYES	
Registration Number:	1036135	MEGA SEMICONDUCTOR	
Registration Number:	3922496	PARTICULAR	
Registration Number:	3767298	MAGIC BULLET	
Registration Number:	3767441	RED GIANT	
Serial Number:	86835093	RED GIANT	
CORRESPONDENCE DATA			
Fax Number:	7132261200		
<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:	7132261200		
Email:	rljackson@lockelord.com		
Correspondent Name:	Locke Lord LLP		
Address Line 1:	600 Travis Street, Suite 2800		

OP \$265.00 3245534

Address Line 4:	Houston, TEXAS 77002
ATTORNEY DOCKET NUMBER:	0025630-00029
NAME OF SUBMITTER:	Robert Jackson
SIGNATURE:	/Robert Jackson/
DATE SIGNED:	12/01/2016
Total Attachments: 6 source=Red Giant.Executed Patent and Trademark Security Agreement#page1.tif source=Red Giant.Executed Patent and Trademark Security Agreement#page2.tif source=Red Giant.Executed Patent and Trademark Security Agreement#page3.tif source=Red Giant.Executed Patent and Trademark Security Agreement#page4.tif source=Red Giant.Executed Patent and Trademark Security Agreement#page5.tif source=Red Giant.Executed Patent and Trademark Security Agreement#page6.tif	

**PATENT AND TRADEMARK SECURITY AGREEMENT
(Borrower)**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of November 30, 2016, is by and between RED GIANT, LLC, a Utah limited liability company, whose address is 14525 SW Millikan Way, #41659, Beaverton, Oregon 97005, Attention: Chad Bechert ("Grantor"), and CADENCE BANK, N.A., a national banking association, whose address is 901 South Mopac Expressway, Building V, Suite 250, Austin, Texas 78746, Attention: Steve Prichett, Executive Vice President ("Secured Party").

WHEREAS, Grantor and Secured Party have entered into that certain Credit Agreement (as amended, restated and supplemented from time to time, the "Credit Agreement") of even date herewith;

WHEREAS, Grantor and Secured Party have entered into a Pledge and Security Agreement of even date herewith (as said Pledge and Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, is herein called the "General Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein; and

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title, and interest in and to all of the following (all of the following being herein collectively referred to as the "Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Secured Obligations (as defined in the Credit Agreement):

(a) any and all patents and patent applications (including, without limitation, each patents and patent applications listed on Schedule 1 attached hereto), together with (i) all inventions and improvements described and claimed therein, (ii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof, (iii) all licenses of the foregoing, whether as licensee or licensor; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, (v) all rights to sue for past, present, and future infringements thereof, and (vi) all rights corresponding to any of the foregoing throughout the world;

(b) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the

business symbolized by the foregoing (including, without limitation, each trademark listed on Schedule 2 attached hereto), together with (i) all renewals of the foregoing, (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (v) all rights corresponding to any of the foregoing throughout the world; and

(c) all substitutions for and improvements, products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing.

2. Miscellaneous. This security interest is granted in conjunction with the security interest granted to Secured Party pursuant to the General Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party respect to the security interest in the Collateral made and granted hereby are more fully set forth in the General Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the General Security Agreement, the Credit Agreement and the other Credit Documents. The attached Schedules 1 and 2 are incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS), BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS AND OTHER APPLICABLE LAWS OF THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES TRADEMARK LAWS.** This Agreement shall be binding upon Grantor, and the trustees, receivers, successors and assigns of Grantor, including all successors in interest of Grantor in and to all or any part of the Collateral, and shall benefit Secured Party and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

"Grantor"

RED GIANT, LLC,
a Utah limited liability company

By: Chad Bechert

Name: Chad Bechert

Title: Chief Executive Officer

"Secured Party"

CADENCE BANK, N.A.

By: _____

Name: _____

Title: _____

Attachment:

Schedule 1 -- Patents

Schedule 2 -- Trademarks

AUS:0025630/00029:672712v1

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

"Grantor"

RED GIANT, LLC,
a Utah limited liability company

By: _____
Name: _____
Title: _____

"Secured Party"

CADENCE BANK, N.A.

By: _____
Name: _____
Title: _____

Attachment:

Schedule 1 – Patents

Schedule 2 – Trademarks

**SCHEDULE 1 TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

PATENTS

Registered Patents

Country	Title	Registration No.	Registration Date
USA	Method for adding shadows to objects in computer graphics	8345046	01/01/2013
USA	Mesh-Based Tracking of Objects within Images	9,478,033	10/25/2016
USA	Methods and Apparatus for Temporal Alignment of Media	9,449,647	9/20/2016
USA	Methods and Apparatus for Temporal Alignment of Media	8,205,148	6/19/2012
China	Method for adding shadows to objects in computer graphics	ZL201080017465.8	10/7/2015
Japan	Method for adding shadows to objects in computer graphics	5531093	4/25/2014

Patent Applications

Country	Title	Application number	Application date
USA	Video Effect Generation Via Script-Based Instructions with Backend Framework	14/656,067	3/12/2015
European Community	Method for adding shadows to objects in computer graphics	10764733.1	3/22/2010

**SCHEDULE 2 TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

Registered Trademarks

Country	Trademark	Registration No.	Registration Date
USA	INSTANT HD	3,245,534	5/22/2007
USA	RED GIANT SOFTWARE (<i>To be abandoned</i>)	3,771,534	4/6/2010
USA	RED GIANT UNIVERSE	4,771,380	7/14/2015
USA	UNIVERSE	4,771,381	7/14/2015
USA	PLURALEYES	3,847,789	9/14/2010
USA	TRAPCODE	1036135	5/31/2011
USA	PARTICULAR	3922496	2/22/ 2011
USA	MAGIC BULLET	3,767,298	3/30/2010
USA	RED GIANT	3,767,441	3/30/2010

Country	Trademark	Registration No.	Registration Date
Australia	RED GIANT (stylized logo)	1773882	5/30/2016
Canada	RED GIANT (stylized logo)	1,784,662	5/30/2016
China	TRAPCODE	1036135	3/17/2010
China	KNOLL LIGHT FACTORY	17483387	
China	PLURALEYES	17483388	
China	MAGIC BULLET LOOKS	17483389	
China	MAGIC BULLET	17483390	
European Community	TRAPCODE	008909971	8/18/2010
European Community	RED GIANT	10398246	4/10/2012
European Community	RED GIANT (stylized logo)	15495278	9/30/2016
Japan	TRAPCODE	1036135	3/17/2010
Japan	RED GIANT (stylized logo)	2016-58075	5/30/2016
Madrid Protocol	TRAPCODE	1036135	3/17/2010

Trademark Applications

Country	Trademark	Application Number	Application Date
USA	RED GIANT	86/835,093	12/1/2015
New Zealand	RED GIANT (stylized logo)	1044021	5/30/2016