

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322062

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FMP Agency Services, LLC		10/31/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Foundry Group, LLC		
Street Address:	48 Leicester Squire		
Internal Address:	c/o The Foundry, 6th Fl, Communication Bldg		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	WC2H 7LT		
Entity Type:	LIMITED LIABILITY COMPANY: 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:	2026626291		
<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:	(202)662-6000		
Email:	jaugsburger@cov.com		
Correspondent Name:	Covington & Burling LLP		
Address Line 1:	1201 Pennsylvania Avenue NW		
Address Line 2:	Attn: Patent Docketing		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	035082.00002		
NAME OF SUBMITTER:	Jennifer Augsburger		
SIGNATURE:	/jennifer augsburger/		
DATE SIGNED:	11/03/2014		

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Total Attachments: 5

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SECURITY RELEASE AGREEMENT

THIS SECURITY RELEASE AGREEMENT (the "Agreement"), dated as of October 31, _____, 2014, is made by FMP AGENCY SERVICES, LLC, a Delaware corporation (the "Security Agent") and FALCON MEZZANINE PARTNERS II, L.P., a Delaware limited partnership ("Falcon") in favor of MADE WITH MISCHIEF INC., a Delaware corporation ("Mischief"), THE FOUNDRY GROUP, LLC, a California limited liability company ("Foundry LLC"), THE FOUNDRY USCO, INC., a Delaware corporation ("Foundry USCo") and FOUNDRY VISIONMONGERS LIMITED ("Foundry Visionmongers"), and together with Mischief, Foundry LLC and Foundry USCo, the "Released Parties").

RECITALS:

WHEREAS, The Foundry Midco No 2 Limited, a company registered in England and Wales ("Foundry Midco"), executed a deed poll instrument (the "Loan Note Instrument") on March 14, 2011, as amended by a deed poll instrument executed by Foundry Midco on September 17, 2012, and as further amended and restated by a deed poll instrument executed by Foundry Midco on January 27, 2014, which Loan Note Instrument constituted a nominal principal amount of \$19,956,809 of secured loan notes due 2016 and an unlimited number of secured payment-in-kind notes due 2016 (the "Notes");

WHEREAS, in connection with the Loan Notice Instrument, the Released Parties have entered certain security documents in favor of the Security Agent, including without limitation, that certain Collateral Agreement dated as of September 17, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified or renewed from time to time, the "U.S. Collateral Agreement"), that certain Assumption Agreement, dated as of June 4, 2014 (the "Assumption Agreement"), that certain Intellectual Property Security Agreement dated as of September 17, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified or renewed from time to time, the "2012 IP Agreement"), that certain Intellectual Property Security Agreement dated as of June 4, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified or renewed from time to time, the "2014 IP Agreement" and together with the 2012 IP Agreement, the "IP Agreements"), the Pledge Agreement dated as of September 17, 2012 (the "Stock Pledge Agreement"), and together with the U.S. Collateral Agreement, the Assumption Agreement and the IP Agreements, the "U.S. Security Agreements");

WHEREAS, it is proposed that Foundry Midco will redeem the Notes held by Falcon pursuant to a certain Redemption Agreement, dated as of the date hereof (the "Redemption Agreement"), between Foundry Midco and Falcon, and that upon such redemption all liabilities under the Loan Note Instrument will be satisfied and all security granted to secure the obligations of Foundry Midco under the Loan Note Instrument will be released;

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

SECTION 1. Releases and Termination.

Immediately upon the occurrence of Closing (as such term is defined in the Redemption Agreement) (such time being referred to as the "Effective Time"):

(a) The U.S. Security Agreements shall be terminated and shall be of no further force and effect.

(b) All liabilities, indebtedness, security interests, pledges, obligations and other Secured Obligations (as defined in the U.S. Security Agreements) of the Released Parties owing under any of the U.S. Security Agreements or otherwise in connection with the Loan Note Instrument shall be satisfied, terminated and discharged in full.

(c) All Liens, wherever or however subsisting or arising, in favor of the Security Agent for the benefit of Falcon or any other Secured Party (as defined in the Collateral Agreement) under any of the U.S. Security Agreements, shall be automatically, and without the need for further action, discharged, terminated and released;

(d) Each Released Party that is a guarantor of the Notes shall be released from any such guaranty.

(e) The Security Agent will promptly deliver or return to each Released Party or its counsel (or a person designated by such Released Party or counsel), any pledged collateral in the Security Agent's possession (including, without limitation, stock or other equity certificates, related stock powers and any other possessory collateral previously delivered by any Released Party to the Security Agent).

(f) The Security Agent hereby authorizes each Released Party or its designee at its own cost to prepare, file and deliver to the appropriate party, on behalf of the Security Agent, any UCC-3 termination statements and other releases, discharges or terminations necessary or reasonably desirable to effectuate the releases or terminations contemplated by this Agreement, and to take any other actions in connection with such releases or terminations.

(g) At the Effective Time and at the cost of Midco, the Security Agent will deliver to Foundry Midco or its designee executed copies of such instruments of release and discharge pertaining to the Liens described in clause (c) above of the Security Agent in any of the property, real or personal, of any Released Party and such instruments of release, discharge or termination pertaining to the documents described in clause (f) above in each case as Foundry Midco or its designee may reasonably request to effectuate, or reflect of public record, the release and discharge of all such Liens and the termination of all U.S. Security Agreements, and Foundry Midco (or its designee) may at its own cost file such releases and other instruments or deliver them to any insurance company or broker, bank,

landlord, tenant, warehouseman or other person to evidence the termination and release of Liens as aforesaid.

(h) The Security Agent shall, from and after Effective Time and at the cost of Foundry MidCo, execute and deliver any and all further instruments and documents and take such further action as any Released Party or Foundry Midco may at any time and from time to time reasonably request to effectuate, evidence or reflect of public record, the release and discharge of the Liens and termination of documents referred to in this Agreement.

SECTION 2. Costs and Expenses

The Released Parties shall within three business days of demand by either Falcon or the Security Agent pay all reasonable fees and expenses of their legal adviser, Morrison & Foerster LLP, as incurred in connection with the redemption of the Notes in any event not to exceed £14,428.74;

SECTION 3. Governing Law; Dispute Resolution.

This Agreement shall be governed and construed in accordance with the substantive laws of the State of New York, United States of America, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction.

SECTION 4. Miscellaneous.

(a) This Agreement shall be binding upon, and inure to the benefit of, each of the parties hereto and their respective successors and assigns.

(b) The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

(c) This Agreement may be amended, changed, waived, discharged or terminated only by an agreement in writing signed by the person or entity against which the amendment, change, waiver, discharge or termination is sought to be enforced.

(d) This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts (including by facsimile), each of which, when so executed and delivered, shall be an original, but all of which counterparts shall together constitute but one and the same instrument.

(e) Section headings in this Agreement are included herein for convenience of reference only and shall not constitute part of this Agreement for any other purpose.

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IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed on its behalf effective as of the date first above written.

SECURED PARTIES

FMP AGENCY SERVICES, LLC

By: _____

Name: _____

Title: *Vice President*

FALCON MEZZANINE PARTNERS II, L.P.
acting by its General Partner **FALCON MEZZANINE INVESTMENTS II, LLC**, a Delaware limited liability company

By: _____

Name: _____

Title: *Vice President*

RELEASED PARTIES

FOUNDRY VISIONMONGERS LIMITED

By: W B Collins
Name: W B COLLIS
Title: CEO

MADE WITH MISCHIEF INC.

By: W B Collins
Name: W B COLLIS
Title: CEO

THE FOUNDRY GROUP, LLC

By: W B Collins
Name: W B COLLIS
Title: CEO

THE FOUNDRY USCO, INC.

By: W B Collins
Name: W B COLLIS
Title: CEO