

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366848

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Foundry Group LLC		12/18/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
The Foundry USCO, Inc.		12/18/2015	CORPORATION: DELAWARE
Made With Mischief Inc.		12/18/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3088625	LUXOLOGY
Registration Number:	3036825	MODO
Registration Number:	3335973	NEXUS
Registration Number:	4050241	RAYGL
Registration Number:	4664003	DEEP IMAGE
Registration Number:	4481044	MISCHIEF
Registration Number:	4357715	ARTMUSE

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, LTD

Address Line 4: Washington, D.C. 20005

OP \$190.00 3088625

ATTORNEY DOCKET NUMBER:	F160317
NAME OF SUBMITTER:	Laura A. Kenerson
SIGNATURE:	/Laura A. Kenerson/
DATE SIGNED:	12/22/2015

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 18, 2015 by and between the Grantors listed on the signature page hereto (collectively, the "*Grantor*") and SILICON VALLEY BANK ("*SVB*"), as Security Agent for the benefit of the Secured Parties (in such capacity, the "*Security Agent*").

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 £2,000,000 and \$47,000,000 Multicurrency Term and Revolving Facilities Agreement, dated December 18, 2015 (as amended, amended and restated, supplemented, restructured or otherwise modified or renewed from time to time, the "*Facilities Agreement*"), by and among **THE FOUNDRY MIDCO NO 2 LIMITED**, a company registered under the laws of England & Wales (the "*Parent*"), **THE FOUNDRY BIDCO LIMITED**, a company registered under the laws of England & Wales (the "*Company*"), **THE FOUNDRY GROUP LLC**, a California limited liability company ("*Foundry LLC*"), **THE FOUNDRY USCO, INC.**, a Delaware corporation ("*Foundry Inc.*"), **MADE WITH MISCHIEF INC.**, a Delaware corporation ("*Made with Mischief*"); and together with Foundry LLC and Foundry Inc., each a "*U.S. Party*" and collectively, the "*U.S. Parties*"), the other "Original Borrowers" and "Original Guarantors" listed on Schedule I to the Facilities Agreement, SVB, as Lender, and SVB, as the Security Agent. 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 the Security Agent, dated as of December 18, 2015 (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 the Security Agent 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 the Security Agent, for the benefit of the Secured Parties, 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 the Security Agent under the Collateral Agreement. The rights and remedies of the Security Agent 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 the Security Agent under the Collateral Agreement. Each right, power and remedy of the Security Agent 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 the Security Agent 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 the Security Agent, 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.

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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:

THE FOUNDRY GROUP LLC

By: MTU
Name: MARTIN FRANKS
Title: VP

Address of Grantor:

THE FOUNDRY USCO, INC.

By: MTU
Name: MARTIN FRANKS
Title: VP

Address of Grantor:

MADE WITH MISCHIEF INC.

By: MTU
Name: MARTIN FRANKS
Title: VP

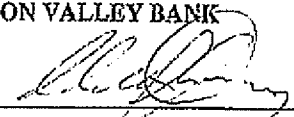
Signature Page to Intellectual Property Security Agreement

Address of Bank:

41 LOTHBURY
LONDON
EC2R 7HF

SECURITY AGENT:

SILICON VALLEY BANK

By: 

Name: ALEX HARVEY

Title: DIRECTOR.

Signature Page to Intellectual Property Security Agreement

EXHIBIT A

Copyrights

<u>Grantor</u>	<u>Description of work</u>	<u>Registration Number</u>	<u>Registration Date</u>
The Foundry Group LLC	MODO	TX 6-227-601	03/07/2005

EXHIBIT B

Patents

Issued Patents of The Foundry Group LLC

<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
US	11/186,200 7,688,323	7/20/2005 3/30/2010	FOUNDRY 1034430	Function Portions of Animation Program
US	11/484,064 (2007-0093913) 7,496,416	7/11/2006 (4/26/2007) 2/24/2009	FOUNDRY 1039163	Input/Output Curve Editor
US	11/486,339 (2007-0024639) 7,538,779	7/13/2006 (2/1/2007) 5/26/2009	FOUNDRY 1039894	Method of Rendering Pixel Images from Abstract Datasets
US	11/485,866 (2007-0024619) 7,808,501	7/13/2006 (2/1/2007) 10/5/2010	FOUNDRY 1039896	Method of Shading using Sample Vectors
US	11/999,148 (2008-0129729) 8,581,926	12/3/2007 (6/5/2008) 11/12/2013	FOUNDRY 1048190	Systems for Advanced Editing and Rendering of Images
US	13/435,194 (2012-0249557) 8,994,737	3/30/2012 (10/4/2012) 3/31/2015	FOUNDRY 1076898	System for Particle Editing

EXHIBIT C

Trademarks

Registered Trademarks of The Foundry Group LLC

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
US	3088625	02/05/2006	13/07/2004	The Foundry Group LLC	LUXOLOGY
US	3036825	27/12/2005	13/07/2004	The Foundry Group LLC	MODO
US	3335973	13/11/2007	22/10/2004	The Foundry Group LLC	NEXUS
US	4050241	01/11/2011	15/06/2010	The Foundry Group LLC	RAYGL
US	4664003	01/11/2011	04/11/2010	The Foundry Group LLC	DEEP IMAGE

Registered Trademarks of Made with Mischief Inc

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
US	4481044	11/02/2014	06/07/2013	61 Solutions Inc.	MISCHIEF
US	4357715	25/06/2013	23/10/2012	61 Solutions Inc.	ARTMUSE
Japan	5710904	17/10/2014	06/01/2014	Made with Mischief Inc	MISCHIEF
CTM	12476164	26/05/2014	03/01/2013	Made with Mischief Inc	MISCHIEF

Pending Trademark Applications of The Foundry Group LLC

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
CTM	14583785	23/09/2015	The Foundry Group LLC	LUXOLOGY
CTM	14583801	23/09/2015	The Foundry Group LLC	MODO
CTM	14583884	23/09/2015	The Foundry Group LLC	NEXUS
CTM	14583901	23/09/2015	The Foundry Group LLC	DEEP IMAGE