

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMVU, Inc.		07/20/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Structural Capital Investments II, LP		
Street Address:	3555 Alameda De Las Pulgas, Suite 208		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4576599	WITHME	
Registration Number:	3977135	IMVU	
Registration Number:	3384214	C	
Registration Number:	3384205	IMVU	
Registration Number:	3384212	IMVU	
Registration Number:	3323487	IMVU	
Registration Number:	3323488	IMVU	
Registration Number:	3323489	IMVU	
Registration Number:	3323554	IMVU	
Registration Number:	3323555	IMVU	
Registration Number:	3323556	IMVU	
Registration Number:	3323557		
CORRESPONDENCE DATA			
Fax Number:	3104404100		
<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:	3104404100		
Email:	bpoullard@raineslaw.com		
Correspondent Name:	Bunnie Poullard		
Address Line 1:	9720 Wilshire Blvd. 5th Floor		
TRADEMARK			

OP \$315.00 4576599

Address Line 4: Beverly Hills, CALIFORNIA 90212

NAME OF SUBMITTER: Bunnie Poullard

SIGNATURE: /Bunnie Poullard/

DATE SIGNED: 07/22/2016

Total Attachments: 6

source=2. SC - IMVU - IP Security Agreement#page1.tif

source=2. SC - IMVU - IP Security Agreement#page2.tif

source=2. SC - IMVU - IP Security Agreement#page3.tif

source=2. SC - IMVU - IP Security Agreement#page4.tif

source=2. SC - IMVU - IP Security Agreement#page5.tif

source=2. SC - IMVU - IP Security Agreement#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 20, 2016, by and between STRUCTURAL CAPITAL INVESTMENTS II, LP ("*Lender*") and IMVU, INC., a Delaware corporation ("*Borrower*").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "*Loan Agreement*"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Borrower grants to Lender a continuing, first priority security interest in all of Borrower's right, title and interest in, its Intellectual Property (including, without limitation, those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto) whether now existing or hereafter arising, and 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, subject to the terms of the Loan Agreement. Borrower represents and warrants as of the date hereof that Schedules A, B and C attached hereto set forth all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Borrower agrees to update the Schedules hereto in writing and send the same to Lender not less than quarterly as provided in the Loan Agreement with respect to any updates, modifications or additions to the intellectual property rights of Borrower. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[SIGNATURE PAGE FOLLOWS]

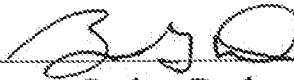
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWER:

Address of Borrower:

IMVU, Inc.
1001 Marshall Street, Suite 100
Redwood City, California 94063
Attention: Brett Durrett
Telephone: _____
Fax: _____
Email: bdurrett@imvu.com

IMVU, INC.,
a Delaware corporation

By: 
Name: BRETT G. DURRETT
Title: CEO

Address of Lender:

Structural Capital Investments II, LP
3555 Alameda De Las Pulgas, Suite 208
Menlo Park, California 94025
Attention: Kai Tse
Telephone: (650) 906-6936
Fax: (415) 520-2234
Email: Kai@structuralcapital.com

LENDER:

STRUCTURAL CAPITAL INVESTMENTS II, LP,
a Delaware limited partnership

By: STRUCTURAL CAPITAL GP II, LLC,
a Delaware limited liability company
its General Partner

By: _____
Name: _____
Title: _____

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.

BORROWER:

Address of Borrower:

IMVU, Inc.
1001 Marshall Street, Suite 100
Redwood City, California 94063
Attention: Brett Durrett
Telephone: _____
Fax: _____
Email: bdurrett@imvu.com

IMVU, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Address of Lender:

Structural Capital Investments II, LP
3555 Alameda De Las Pulgas, Suite 208
Menlo Park, California 94025
Attention: Kai Tse
Telephone: (650) 906-6936
Fax: (415) 520-2234
Email: Kai@structuralcapital.com

LENDER:

STRUCTURAL CAPITAL INVESTMENTS II, LP,
a Delaware limited partnership

By: STRUCTURAL CAPITAL GP II, LLC,
a Delaware limited liability company

DocuSigned by:
Kai Tse
its General Partner

By: _____
00DF39B80B88460

Name: Kai Tse

Title: Managing Member

SCHEDULE A

Copyrights

If None, check this box:

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

SCHEDULE B

Patents

If None, check this box:

	<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue /Application Date</u>
1.	COMPUTER-IMPLEMENTED METHOD AND APPARATUS TO ALLOCATE REVENUE FROM A DERIVED AVATAR COMPONENT (plus 2 continuations)	7912793, 8290881, 8650134	January 13, 2005, March 17, 2011, September 11, 2012
2.	COMPUTER-IMPLEMENTED CHAT SYSTEM HAVING DUAL CHANNEL COMMUNICATIONS AND SELF-DEFINING PRODUCT STRUCTURES	7995064	August 26, 2005
3.	COMPUTER-IMPLEMENTED SYSTEM AND METHOD FOR HOME PAGE CUSTOMIZATION AND E-COMMERCE SUPPORT	7342587	September 30, 2005
4.	SYSTEM AND METHOD FOR MANAGING MULTIPLE QUEUES OF NON-PERSISTENT MESSAGES IN A NETWORKED ENVIRONMENT	8799400	February 2, 2011
5.	SYSTEM AND METHOD FOR INCREASING CLARITY AND EXPRESSIVENESS IN NETWORK COMMUNICATIONS (plus 1 continuation) Both Allowed, pending issue	US-pub-20140052794 US-pub-20140181229	August 15, 2012, February 25, 2014
6.	SYSTEM AND METHOD FOR MANAGING MULTIPLE QUEUES OF NON-PERSISTENT MESSAGES IN A NETWORKED ENVIRONMENT- Continuation 1	14292926	June 1, 2014
7.	SYSTEM AND METHOD FOR MANAGING MULTIPLE QUEUES OF NON-PERSISTENT MESSAGES IN A NETWORKED ENVIRONMENT- Continuation 2	14318661	June 29, 2014

SCHEDULE C

Trademarks

If None, check this box:

	<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application / Registration Date</u>
1.	WITHME – Goods -- Computer game software	4576599	July 29, 2014
2.	IMVU & Design (Stacked Squares) – Goods – 3D animation software	3977135	June 14, 2011
3.	C (STYLIZED) – Goods – Online retail store services	3384214	February 19, 2008
4.	IMVU -- Goods – Online retail store services	3384205	February 19, 2008
5.	IMVU (Stylized) – Goods -- Online retail store services	3384212	February 19, 2008
6.	IMVU – Goods – Electronic transmission of messages & data	3323487	October 30, 2007
7.	IMVU – Goods – Entertainment services/online computer games	3323488	October 30, 2007
8.	IMVU – Goods – Online non-downloadable software	3323489	October 30, 2007
9.	IMVU (Stylized) – Goods – Electronic transmission of messages & data	3323554	October 30, 2007
10.	IMVU (Stylized) – Goods – Entertainment services/online computer games	3323555	October 30, 2007
11.	IMVU (Stylized) – Goods – 3D animation software	3323556	October 30, 2007
12.	KEYHOLE Design – ABANDONED	3323557	October 30, 2007