

10/26/01

12-10-2001

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

SeaChange International, Inc.

124 Acton Street

Maynard, MA 01754

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State☐ Other _____Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____

Execution Date: October 22, 2001

2. Name and address of receiving party(ies)

Name: Citizens Bank of Massachusetts

Internal

Address: _____

Street Address: 28 State Street

City: Boston State: MA Zip: 02109

☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☐ Corporation-State _____☒ Other BankIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Please see Exhibit A attached hereto

B. Trademark Registration No.(s)

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Antónia E. Lopes

Internal Address: _____

Street Address: Goulston & Storrs, P.C.

400 Atlantic Avenue

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: _____

13

7. Total fee (37 CFR 3.41) \$340.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Antónia E. Lopes

Name of Person Signing

Signature

October 26, 2001

Date

Total number of pages including cover sheet, attachments, and document: _____

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

12/10/2001 BTOW11 00000018 74439365

01 FC:481
02 FC:48240.00 OP
300.00 OPTRADEMARK
REEL: 002405 FRAME: 0450

EXHIBIT A TO THE RECORDATION FORM COVER SHEET

TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
SEACHANGE	U.S.A.	74/439,365	2,222,978	Registered – Renewal 02/09/2009
SEACHANGE	U.S.A.	74/439,365		Resolved
SEACHANGE	U.S.A.	75/260,433	2,158,634	Registered – Renewal 05/19/2008
SEACHANGE MEDIACLUSTER	U.S.A.	75/312,130		Allowed
MEDIACLUSTER	U.S.A.	75/312,131	2,388,114	Registered – Renewal 9/19/2010
GUESTSERVE	U.S.A.	73/801,962	1,585,418	Registered – Renewal 03/06/2010
GUESTSERVE (Stylized)	U.S.A.	73/801,961	1,585,417	Abandoned 04/28/2001
MEDIASERVER	U.S.A.	75/917,027		Abandoned 01/26/2001
BROADCAST MEDIASERVER	U.S.A.	75/917,028		Abandoned 01/26/2001
RAID ²	U.S.A.	75/917,029		Published
MEDIAEXPRESS	U.S.A.	75/923,631		Pending
VODCAST	U.S.A.	76317711		Pending
SPOTCAST	U.S.A.	76317597		Pending

Date: October 22, 2001

1. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, and to secure the Liabilities of

SeaChange International, Inc. (the "**Grantor**"), a Delaware corporation with its principal executive offices at 124 Acton Street, Maynard, Massachusetts 01754,

to

Citizens Bank of Massachusetts. (hereinafter, the "**Bank**"), a bank with offices at 28 State Street, Boston, Massachusetts 02109.

under the Loan and Security Agreement of even date (as amended from time to time, the "**Loan Agreement**") between the Grantor and the Bank, the Grantor hereby grants to the Bank a security interest in and to the trademark and service marks and the good will associated therewith (hereinafter, the "**Marks**") listed on EXHIBIT A, annexed hereto. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

2. Until this Security Agreement is terminated by a duly authorized officer of the Bank, the Grantor shall undertake the following with respect to each Mark until, in the case of any Marks other than the Marks indicated with an asterisk on EXHIBIT A, annexed hereto, the relevant Mark is no longer used in, or material to the operation of, the business of the Grantor, except as otherwise provided in the Loan Agreement:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

(b) At Grantor's sole cost, expense, and risk, take any and all action which reasonably may be necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions.

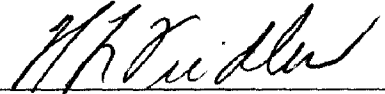
In the event of any failure by the Grantor to perform any of its obligations set forth above within twenty (20) Business Days after written notice from the Bank, the Bank may (but shall not be required to) act in the Grantor's place and stead. Any reasonable costs or expenses which the Bank incurs on account of so acting shall be deemed Costs of Collection reimbursable by the Grantor to the Bank as provided in the Loan Agreement.

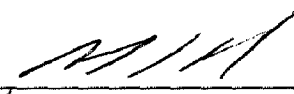
3. Upon the occurrence and during the continuation of any Event of Default, the Bank shall have, and may exercise, all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Mass. Gen. Laws Ch 106) in addition to which the Bank may sell, license, assign, transfer, or otherwise dispose of the Marks.

IN WITNESS WHEREOF, the Grantor and the Bank respectively have caused this Agreement to be executed by officers duly authorized so to do on the date first above written.

SEACHANGE INTERNATIONAL, INC.

CITIZENS BANK OF
MASSACHUSETTS
(the "Bank")

By: 

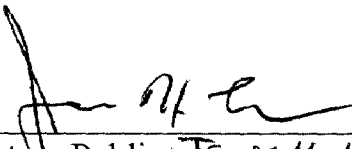
By: 
RALPH L. LETOURNEAU President

THE COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

October 22, 2001

Then personally appeared before me William Fiedler who acknowledged that he is the President of SeaChange International, Inc. and that he executed the foregoing instrument on behalf of its Board of Directors as his free act and deed.


Notary Public James H. Lerner
My Commission Expires: 11-16-2001

THE COMMONWEALTH OF MASSACHUSETTS

County of Suffolk ss.

October 22, 2001

Then personally appeared before me Ralph L. Lerner who acknowledged that he/she is the Vice President of Citizens Bank of Massachusetts and that he/~~she~~ executed the foregoing instrument on behalf of its Board of Directors as his/her free act and deed.

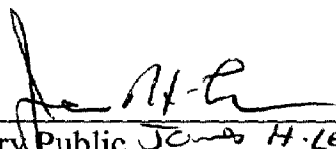

Notary Public James H. Lerner
My Commission Expires: 11-16-2001

EXHIBIT A

TRADEMARKS

EXHIBIT A

TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
SEACHANGE	Australia	751,886		Lapsed
SEACHANGE	Australia	816,972		Pending
SEACHANGE	Brazil	820,445,940	820.445.940	Registered – Renewal 12/21/2009
SEACHANGE	Japan	10-423	4,327,571	Registered – Renewal 10/22/2009
SEACHANGE	Mexico	324,114	574,871	Registered – Renewal 02/27/2008
SEACHANGE	U.S.A.	74/439,365	2,222,978	Registered – Renewal 02/09/2009
SEACHANGE	U.S.A.	74/439,365		Resolved
SEACHANGE	U.S.A.	75/260,433	2,158,634	Registered – Renewal 05/19/2008
SEACHANGE INTERNATIONAL	European Community	211,144	211,144	Registered – Renewal 04/01/2006
SEACHANGE MEDIACLUSTER	U.S.A.	75/312,130		Allowed
MEDIACLUSTER	Australia	751,885	Not Applicable.	Lapsed
MEDIACLUSTER	Australia	816,973	Not Applicable.	Pending
MEDIACLUSTER	Brazil	820,445,959	Not Applicable.	Published
MEDIACLUSTER	Canada	865,357	Not Applicable.	Published
MEDIA CLUSTER	European Community	211,128	211,128	Registered – Renewal 04/01/2006
MEDIACLUSTER	Japan	10-424	4376364	Registered – Renewal 04/14/2010

MEDIACLUSTER	Mexico	324,113	574,870	Registered – Renewal 02/27/2008
MEDIACLUSTER	U.S.A.	75/312,131	2,388,114	Registered – Renewal 9/19/2010
GUESTSERVE	U.S.A.	73/801,962	1,585,418	Registered – Renewal 03/06/2010
GUESTSERVE (Stylized)	U.S.A.	73/801,961	1,585,417	Abandoned
GUESTSURF	U.S.A.	75/292,968		Abandoned
METIL	U.S.A.	75/165,829		Abandoned
MEDIASERVER	Australia	842,833		Pending
MEDIASERVER	Brazil	823,008,800		Published
MEDIASERVER	Canada	1,067,190		Allowed
MEDIASERVER	European Community	1,760,834		Abandoned
MEDIASERVER	Japan	2000-79552		Abandoned
MEDIASERVER	Mexico	438,336	668,414	Registered – Renewal 7/25/2010
MEDIASERVER	U.S.A.	75/917,027		Abandoned
BROADCAST MEDIASERVER	Australia	845,493		Abandoned
BROADCAST MEDIASERVER	U.S.A.	75/917,028		Abandoned
BROADCAST MEDIASERVER	Brazil	823,047,326		Published
BROADCAST MEDIASERVER	Canada	1,070,175		Pending
BROADCAST MEDIASERVER	European Community	1,798,156		Abandoned
BROADCAST MEDIASERVER	Japan	2000-87832		Abandoned
BROADCAST MEDIASERVER	Mexico	441,096	677,304	Registered – Renewal 8/9/2010
RAID ²	Australia	845,492	845,492	Registered – Renewal 8/8/2010
RAID ²	Brazil	823,047,334		Published

RAID ²	Canada	1,070,174		Pending
RAID ²	European Community	1,798,636		Pending
RAID ²	Japan	2000-87833		Abandoned
RAID ²	Mexico	441,097	684,305	Registered – Renewal 08/09/2010
RAID ²	U.S.A.	75/917,029		Published
MEDIAEXPRESS	Australia	842,832	842,832	Registered – Renewal 07/17/2010
MEDIAEXPRESS	Brazil	823,008,797		Published
MEDIAEXPRESS	Canada	1,067,188		Pending
MEDIAEXPRESS	European Community	1,760,917		Advertised for opposition
MEDIAEXPRESS	Japan	2000-79553		Pending
MEDIAEXPRESS	Mexico	438,335	668,413	Registered – Renewal 7/25/2010
MEDIAEXPRESS	U.S.A.	75/923,631		Pending
VODCAST	U.S.A.	unassigned		Pending
SPOTCAST	U.S.A.	unassigned		Pending

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Paralegal

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