

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FocusVision Worldwide, Inc.		08/01/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent		
Street Address:	222 North LaSalle Street		
Internal Address:	16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	75782251	FOCUSVISION ONLINE	
Serial Number:	75782250	SIMULVIEW	
Serial Number:	75782962	DOCUVIEW	
Serial Number:	76181646	FOCUSVISION VIDEOMARKER	
Serial Number:	76181636	FOCUSVISION HIGHLIGHTER	
Registration Number:	2307805	FOCUSVISION MULTIVIEW	
Registration Number:	1989971	FOCUSVISION WORLDWIDE	
Registration Number:	2208484	FOCUSVISION NETWORK	
Serial Number:	78527459	SMARTSTUDIES	
Registration Number:	3155244	FOCUSVISION INTERVU	
Registration Number:	2913863	FOCUSVISION VIDEOMARKER	
Registration Number:	3156508	VIDEOMARKER LIBRARIAN	
Registration Number:	3135251	VIDEOMARKER EDITOR	

OP \$365.00 75782251

900083950

TRADEMARK
 REEL: 003597 FRAME: 0840

Registration Number:

3135252

VIDEOMARKER RECORDER

CORRESPONDENCE DATA

Fax Number: (312)863-7806

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher c/o Goldberg Kohn

Address Line 1: 55 East Monroe Street

Address Line 2: Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

5125.154

NAME OF SUBMITTER:

Nancy Brougher

Signature:

/njb/

Date:

08/09/2007

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 1st day of August, 2007, by FocusVision Worldwide, Inc., a Delaware corporation ("Grantor"), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, Grantor (as successor by merger to FV MergerCo, Inc., a Delaware corporation and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor (as successor by merger to FV MergerCo, Inc., a Delaware corporation, certain of Grantor's affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

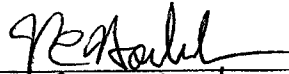
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FOCUSVISION WORLDWIDE, INC.

By 
Its President

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By _____
Its _____

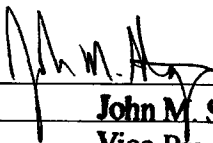
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FOCUSVISION WORLDWIDE, INC.

By _____
Its _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By  _____
Its John M. Stanzi
Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Title</u>	<u>Jurisdiction</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
FOCUSVISION ONLINE	European Community	1523448	2/23/00			Closed
FOCUSVISION ONLINE	U.S.	75/782251	8/23/99			Abandoned
SIMULVIEW	U.S.	75/782250	8/23/99			Abandoned
DOCUVIEW	U.S.	75/782962	8/23/99			Abandoned
FOCUSVISION VIDEOMAKER	U.S.	76/181646	12/15/00			Closed
FOCUSVISION HIGHLIGHTER	U.S.	76/181636	12/15/00			Transferred
FOCUSVISION VIDEOSTREAMING	European Community	2135713	3/15/01	2135713	5/15/03	Issued
FOCUSVISION MULTIVIEW	U.S.	75/370700	10/9/97	2307805	1/11/00	Abandoned
FOCUSVISION WORLDWIDE	European Community	582767	7/25/97	582767	7/21/99	Issued
FOCUSVISION WORLDWIDE	U.S.	74/713312	8/9/95	1989971	7/30/96	Issued
FOCUSVISION NETWORK	European Community	582783	7/25/97	582783	2/8/99	Issued
FOCUSVISION NETWORK	U.S.	75/330074	7/24/97	2208484	12/8/98	Issued
SMARTSTUDIES	U.S.	78/527459	12/6/04			Allowed
FOCUSVISION INTERVU	European Community	4867883	1/31/06			Allowed
FOCUSVISION INTERVU	U.S.	78/655077	6/21/05	3155244	10/10/06	Issued
FOCUSVISION VIDEOMARKER	U.S.	78/229,261	03/24/03	2913863	12/21/04	Registered
VIDEOMARKER LIBRARIAN	U.S.	78/589,846	03/17/05	3156508	10/17/06	Registered
VIDEOMARKER EDITOR	U.S.	78/589,849	03/17/05	3135251	08/29/06	Registered
VIDEOMARKER RECORDER	U.S.	78/589,856	03/17/05	3135252	08/29/06	Registered
VIDEOMARKER LIBRARIAN	European Community	4592267	09/14/05	4592267	08/02/06	Registered
VIDEOMARKER EDITOR	European Community	4592788	09/14/05	4592788	08/02/06	Registered
VIDEOMARKER RECORDER	European Community	4592581	09/14/05	4592581	08/02/06	Registered

TRADEMARK APPLICATIONS

None