

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AVISTAR COMMUNICATIONS CORPORATION		01/04/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BALDWIN ENTERPRISES, INC., as Collateral Agent
Street Address:	529 East South Temple
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84102
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78023273	AVISTAR
Serial Number:	74641956	AVISTAR
Serial Number:	74592065	SHAREBOARD
Serial Number:	74644003	AVISTAR
Serial Number:	74645009	A AVISTAR
Serial Number:	78362417	VBRIEF
Serial Number:	74641815	AVISTAR
Serial Number:	74544099	AVISTAR SYSTEMS
Serial Number:	74536851	WORLD ON THE DESKTOP

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 516-747-0300x102
 Email: Oleh.Hereliuk@federalresearch.com

CH \$240.00 78023273

Correspondent Name: Meltzer,Lippe,Goldstein & Breitstone LLP
Address Line 1: 190 Wills Avenue
Address Line 2: Lauren Accardi
Address Line 4: Mineola, NEW YORK 11501

ATTORNEY DOCKET NUMBER:

403493

NAME OF SUBMITTER:

Oleh Hereliuk

Signature:

/oh/

Date:

01/07/2008

Total Attachments: 5

source=403493#page1.tif

source=403493#page2.tif

source=403493#page3.tif

source=403493#page4.tif

source=403493#page5.tif

GRANT OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY

THIS GRANT OF SECURITY INTEREST, dated as of January 4, 2008, is executed by Avistar Communications Corporation, a Delaware corporation ("Company"), in favor of Baldwin Enterprises, Inc., as collateral agent ("Collateral Agent") for the benefit of the investors (collectively, the "Investors") set forth on Schedule 1 to the Security Agreement (as defined below).

Recitals

A. Reference is made to the Security Agreement, dated as of the date hereof (as amended from time to time, the "Security Agreement"), by and among Company, the Investors and the Collateral Agent. Capitalized terms used herein that are not otherwise defined shall have the meaning given to such terms in the Security Agreement.

B. Company owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedules A annexed hereto as part hereof (collectively, the "Patents").

C. Company has adopted, used and is using the trademarks, more particularly described on Schedules B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Company does hereby agree as follows:

1. Company hereby grants to Collateral Agent, for the benefit of the Investors, a security interest to secure the payment of the Obligations (as defined in the Security Agreement), in all right, title and interest of Company in and to the following property (collectively, the "Collateral"):

a. all Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof;

b. all Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof;

2. Company does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent, on behalf of the Investors, with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Collateral Agent's address is: Baldwin Enterprises, Inc.
529 East South Temple
Salt Lake City, UT 84102

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE A

PATENT REGISTRATION NUMBERS

5,617,539	5,689,641	5,751,338
5,758,079	5,802,294	5,854,893
5,867,654	5,884,039	5,896,500
5,915,091	5,978,835	6,081,291
6,212,547	6,237,025	6,343,314
6,351,762	6,426,769	6,437,818
6,583,806	6,594,688	6,789,105
6,816,904	6,898,620	6,959,322
6,972,786	7,054,904	7,185,054
7,152,093	7,206,809	

PATENT APPLICATION NUMBERS

10/382,554	10/721,905	10/722,051
11/265,394	11/265,059	11/264,926
11/265,256	11/264,936	11/622583
11/622627	11/623177	11/623387
11/623630	11/624351	11/624860
11/625330	11/668625	11/669003
11/737,723	09/601,384	09/565,677
10/931,651	10/018,441	11/786,802
11/246,867	11/814,617	60/989,027

SCHEDULE B

TRADEMARK REGISTRATION NUMBERS

78/023273	74/644003	74/641815
74/641956	74/645009	74/544099
74/592065	78/362417	74/536851

TRADEMARK APPLICATION NUMBERS

None.