

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Asset Purchase Agreement and Bill of Sale	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Square 1 Bank		01/20/2009	Bank: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Adtech-GESI, LLC		
Street Address:	1880 McFarland Road		
Internal Address:	Suite 100		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30005		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77457899	OPEN VIDEO FRAMEWORK	
CORRESPONDENCE DATA			
Fax Number:	(404)264-4033		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404)264-4040		
Email:	patent-at@btlaw.com		
Correspondent Name:	Barnes & Thornburg LLP - Jason Bernstein		
Address Line 1:	3343 Peachtree Road, N.E., Suite 1150		
Address Line 4:	Atlanta, GEORGIA 30326-1428		
ATTORNEY DOCKET NUMBER:	141794-TM4373US00		
NAME OF SUBMITTER:	Jason A. Bernstein		
Signature:	/Jason A. Bernstein - lkm/		
Date:	09/22/2009		

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REEL: 004065 FRAME: 0600

Total Attachments: 15

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ASSET PURCHASE AGREEMENT

By and Among

SQUARE 1 BANK
a North Carolina bank

and

ADTECH – GESI, LLC
a Georgia limited liability company

Dated as of January 20, 2009

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement"), dated as of January 20, 2009 (the "Agreement Date"), is made by and between ADTECH – GESI, LLC, a Georgia limited liability company or its assigns (the "Purchaser"), and SQUARE 1 BANK, a North Carolina bank (the "Seller").

RECITALS

WHEREAS, Seller has the right to sell certain assets under Article 9 of the Uniform Commercial Code ("UCC") pursuant to a Loan and Security Agreement entered into as of March 12, 2007 (as the same may have been amended from time to time, the "Loan Agreement") and, together with the promissory notes, warrants, security agreement(s) and other documents and instruments issued or entered into in connection therewith, the "Loan Documents"), between Steelbox Networks, Inc. ("Steelbox") and Seller;

WHEREAS, Seller desires to sell, transfer and convey to Purchaser, and Purchaser desires to acquire from Seller, upon the terms and subject to the conditions set forth herein, the Assets (as defined herein); and

WHEREAS, the parties desire to set forth certain representations, warranties and covenants made by each to the other to induce the purchase and sale of the Assets and the consummation of the transactions contemplated by this Agreement, and to provide for certain conditions to the obligations of the Seller and the Purchaser to consummate the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth in this Agreement and in reliance on the representations and warranties contained herein, the parties agree as follows:

Section 1. Purchase and Sale of Assets.

1.1 Purchase and Sale of Assets from Seller. On the Closing Date, subject to and upon the terms and conditions contained in this Agreement, Seller shall sell, transfer, convey, assign and deliver to Purchaser, and Purchaser shall purchase and acquire from Seller, all right, title and interest in and to all the following assets, properties and rights, wheresoever located and whether or not reflected on the books and records of Seller: (i) the equipment described on Exhibit 1.1 attached hereto, and (ii) all intellectual property of Steelbox, including, without limitation, (a) the name "Steelbox" and "Steelbox Networks"; (b) all software applications, tools, technologies and components owned, developed or licensed by Steelbox stored on the equipment listed in Exhibit 1.1 and to the extent available all technical and descriptive documentation, materials and specifications related thereto; (c) all domain names owned or used by Steelbox; (d) the world wide web site of Steelbox and all documentation related thereto; (e) all patents, patent rights, patent applications and continuances, all trade names, trade dress, trademarks (registered and unregistered), trademark applications, service marks (registered and unregistered) and

service mark applications (all marks to include all goodwill associated therewith), all copyrights (registered and unregistered) and applications therefor, including without limitation, the patents and trademarks described on Exhibit 1.1 attached hereto (such equipment and intellectual property collectively referred to as the "Assets").

1.2 [Intentionally Deleted]

1.3 [Intentionally Deleted]

1.4 **Non-Assumption of Liabilities.** Notwithstanding anything in this Agreement to the contrary, Purchaser does not assume any liabilities of Steelbox to any person, whether fixed or non-fixed, known or unknown, liquidated or unliquidated, secured or unsecured, contingent or otherwise.

1.5 **Purchase Price.** In consideration of the sale, transfer, conveyance and delivery of the Assets, and in full payment thereof, Purchaser shall pay to Seller at Closing, in cash, by wire transfer or other immediately available funds, the purchase price of
Dollars (\$) (the "Purchase Price").

TIME IS OF THE ESSENCE WITH REGARD TO THE PAYMENTS SET FORTH IN THIS SECTION 1.5.

Section 2. Closing.

2.1 **Closing.** The consummation of the transactions contemplated herein (the "Closing") will take place at the offices of Seller, 406 Blackwell Street, Suite 240, Durham, North Carolina, 27701, or such other place as the parties may mutually agree, as soon as practicable after the execution of this Agreement by Purchaser and Seller, but in no event later than January 20, 2009 (the "Closing Date"). TIME IS OF THE ESSENCE.

2.2 **Deliveries by Seller at Closing.** At the Closing, and as a condition to Purchaser's obligations hereunder, and subject to the terms and conditions hereof, Seller shall deliver the following to Purchaser:

(a) an executed Bill of Sale substantially in the form annexed hereto as Exhibit 2.2;

(b) to the extent in Seller's possession, custody or control, keys, security codes and similar security items related to the Assets;

(c) to the extent in Seller's possession, custody or control, all of Steelbox's books and records pertaining to the Assets;

(d) assignments in recordable form from Seller to Purchaser of all patents and patent applications set forth in Exhibit 1.1 registered in the name of Steelbox with the United States Patent Office ;

(e) assignments in recordable form from Seller to Purchaser of all trademarks set forth in Exhibit 1.1; and

(f) at Purchaser's sole cost and expense, such other executed documents required to complete the contemplated transactions.

2.3 Deliveries by Purchaser at Closing. At the Closing, and as a condition to the Seller's obligations hereunder, and subject to the terms and conditions hereof, Purchaser shall (a) deliver the Purchase Price to Seller and (b) execute any other documents required to complete the contemplated transactions.

2.4 Other Required Actions. Seller and Purchaser, respectively, shall take or procure the taking of all such reasonable action as may be necessary or appropriate in order to effect the transactions contemplated hereby.

2.5 Closing Conditions of Purchaser. The obligations of Purchaser to consummate the Closing shall be subject to compliance by the Seller with the agreements herein contained and to the fulfillment to the satisfaction of, or the waiver by, Purchaser, as applicable, on or before and at the Closing Date of the following conditions:

(a) the representations and warranties of the Seller contained in this Agreement and in any exhibit or other transaction document shall be true and correct in all material respects as of the date hereof and as of the Closing Date;

(b) Seller shall have performed and satisfied in all material respects all obligations, covenants and agreements required by this Agreement to be performed or satisfied by it at or prior to the Closing; and

(c) the Seller shall have taken all action necessary for the purpose of authorizing the Seller to consummate all of the transactions contemplated hereby.

2.6 Closing Conditions of Seller. The obligations of Seller to consummate the transactions herein contemplated are subject to the representations and warranties of Purchaser contained in this Agreement and in any exhibit or other transaction document delivered pursuant hereto shall be true and correct on and as of the Closing Date.

Section 3. Representations and Warranties of Seller. Seller represents and warrants to the Purchaser, as of the date hereof and as of the Closing Date, as follows:

(a) Organization and Power. Seller has the power to perform all of its duties and obligations under this Agreement and the transaction documents.

(b) Authorization. The execution and delivery of this Agreement and each transaction document, and the performance of the transactions contemplated hereby and thereby, have been duly authorized and approved by Seller. Seller has full power to enter into and perform this Agreement and each transaction document and the transactions contemplated hereby and thereby. This Agreement and each transaction document constitute a valid and binding agreement of Seller enforceable in accordance with its terms.

(c) Authority. Seller has the full legal right and authority to sell the Assets pursuant to the Official Code of Georgia Annotated §11-9-101 et. seq. (the "Code"), and has taken all steps required under the Code to permit it to sell the Assets.

Section 4. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller that:

(a) Corporate Power. Purchaser has the power to perform all of its duties and obligations under this Agreement and the transaction documents.

(b) Authorization. The execution and delivery of this Agreement and each transaction document, and the performance of the transactions contemplated hereby and thereby, have been duly authorized and approved by Purchaser. Purchaser has full power to enter into and perform this Agreement and each transaction document and the transactions contemplated hereby and thereby. This Agreement and each transaction document constitute a valid and binding agreement of Purchaser enforceable in accordance with its terms.

Section 5. Covenants and Further Agreements.

5.1 Reliance Upon and Survival of Representations and Warranties; Indemnification by Seller.

(a) Notwithstanding any investigation at any time conducted by any of the parties hereto, each of the parties hereto shall be entitled to rely on the representations and warranties of the other party set forth herein or in any schedule or exhibit hereto. The representations, warranties, covenants, and agreements of the parties shall be true and accurate as of, and shall survive, the Closing Date for a period of six (6) months. Any claim for indemnification or a breach of a representation or warranty must be brought prior to the expiration of such six-month period.

(b) Seller shall indemnify, exculpate and hold Purchaser, including its officers, directors, principals, agents, attorneys, employees, representatives, consultants, affiliates, and/or affiliated companies and its affiliates, and their respective owners (collectively, "Purchaser Indemnified Parties"), harmless from and against, and agrees promptly to defend the Purchaser Indemnified Parties from and reimburse the Purchaser Indemnified Parties for, any and all losses, damages, costs, expenses, liabilities, obligations, actions, suits, proceedings, judgments and claims of any kind (including, without limitation, costs of investigation,

reasonable attorneys' fees and other legal costs and expenses), which the Purchaser Indemnified Parties may suffer or incur, or become subject to, as a result of or in connection with (i) any and all obligations or liabilities of Seller relating to the Assets arising or accruing before the Closing Date; (ii) any breach of any representation or warranty, or non-fulfillment of any agreement on the part of Seller in this Agreement; or (iii) the non-fulfillment by Seller of any of the conditions or covenants of this Agreement or contemplated hereby.

(c) Purchaser shall indemnify, exculpate and hold Seller, including its officers, directors, principals, agents, attorneys, employees, representatives, consultants, affiliates, and/or affiliated companies and its affiliates, and their respective owners (collectively, "Seller Indemnified Parties"), harmless from and against, and agrees promptly to defend the Seller Indemnified Parties from and reimburse the Seller Indemnified Parties for, any and all losses, damages, costs, expenses, liabilities, obligations, actions, suits, proceedings, judgments and claims of any kind (including, without limitation, costs of investigation, reasonable attorneys' fees and other legal costs and expenses), which the Seller Indemnified Parties may suffer or incur, or become subject to, as a result of or in connection with (i) any and all obligations or liabilities of Purchaser relating to the Assets arising or accruing on or after the Closing Date and with respect to post-Closing liabilities only; (ii) any breach of any representation or warranty, or non-fulfillment of any agreement on the part of Purchaser in this Agreement; or (iii) the non-fulfillment by Purchaser of any of the conditions or covenants of this Agreement or contemplated hereby.

(d) A claim for indemnification for any matter not involving a third-party claim may be asserted by delivering, within reasonable promptness, written notice ("Claim Notice") to the other party to this Agreement. If, within thirty (30) days after delivery of the Claim Notice, the Claim Notice recipient does not dispute the claim in the Claim Notice, the losses claimed in the Claim Notice shall be conclusively deemed a liability of recipient.

5.2 Further Assurances. The parties hereto agree to execute and deliver, or cause to be executed and delivered, at the Closing, or at other reasonable times and places, such additional instruments as another party hereto may reasonably request for the purpose of carrying out this Agreement, and Seller shall take such other actions or otherwise reasonably cooperate with Seller in connection with the transfer of the patents or trademarks sold hereunder.

5.3 Property Taxes. Purchaser shall be responsible for paying property taxes accruing on the Assets.

5.4 Expenses. All legal, accounting and other professional expenses incurred individually by Seller and Purchaser in connection with this Agreement and the transactions contemplated hereby shall be borne individually by the party contracting for such services, as the case may be. No party will charge or request reimbursement from the other for any cost of preparing and consummating this Agreement and the transactions contemplated hereby. Each party also agrees to bear its own expenses for commissions, finder's fees, or similar claims in connection with this transaction and agree to indemnify the other parties against any claims for

the same. Purchaser shall bear all costs associated with recording any intellectual property assignments and with moving the Assets from their present location.

5.5 Insurance; Risk of Loss. If at any time on or prior to the Date of Closing any portion of the Assets is destroyed or damaged as a result of fire or any other cause whatsoever, Seller shall promptly give written notice thereof to Purchaser. Purchaser shall have the right to terminate this Agreement as a result of such destruction or damage. If Purchaser does not elect to so terminate this Agreement, this Agreement shall remain in full force and effect and the parties shall proceed to Closing without any reduction or adjustment in the Purchase Price, except that all insurance proceeds will be assigned to Purchaser and Seller will pay to Purchaser any deductible under Seller's insurance policy. Seller shall insure the Assets until Closing (but shall have no obligation to maintain insurance policies with respect to the Assets after the Closing Date). The risk of any loss or damage to the Assets resulting from fire, theft or any other casualty (except reasonable wear and tear) shall be borne by Seller at all times prior to the Closing and thereafter such risk of loss shall be borne by Purchaser. All insurance proceeds shall remain the property of the insured party.

5.6 Confidentiality. Each of the parties hereto shall keep confidential all information pertaining to the transaction contemplated hereby, this Agreement and all agreements and documents contemplated thereby.

5.7 Acknowledgment of Inspection. Purchaser acknowledges and agrees that (a) Purchaser had the opportunity to inspect the Assets and their operation, (b) if this transaction is consummated, Purchaser will be purchasing the Assets pursuant to Purchaser's independent examination, study, inspection and knowledge of the Assets, and (c) Purchaser is relying upon its own determination of the value and condition of the Assets and not on any information provided or to be provided by Seller. Purchaser is relying solely upon its own inspections, investigations, research and analyses in entering into this Agreement and is not relying in any way upon any representations or warranties (except those expressly provided in this Agreement), statements, studies, reports, description or other information or material furnished by Seller or its representatives to Purchaser or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters.

5.8 AS IS. THE OCCURRENCE OF THE CLOSING WILL CONSTITUTE AN ACKNOWLEDGMENT BY PURCHASER THAT THE ASSETS WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, AND OTHERWISE IN AN "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION BASED SOLELY ON PURCHASER'S OWN INSPECTION THEREOF.

5.9 SURVIVAL. THE ACKNOWLEDGMENTS AND AGREEMENTS OF PURCHASER SET FORTH IN THIS SECTIONS 5.8 AND 5.9 WILL SURVIVE THE CLOSING.

6. Failure of Conditions Precedent; Default and Remedies.

6.1 Failure of Conditions Precedent. If any of the conditions precedent stated in this Agreement have not occurred or been satisfied on or before the Closing Date, Purchaser may: (a) terminate this Agreement by written notice to Seller on or before the Closing Date, or (b) to waive such conditions precedent and proceed to Closing.

6.2 Purchaser Default. If Purchaser shall fail or refuse to purchase the Assets in violation of Purchaser's obligations hereunder for any reason, Seller shall be entitled to enforce any and all of its rights and remedies at law or in equity, whether arising by contract or otherwise.

6.3 Seller Default. In the event Seller shall: (a) fail to sell, transfer and assign the Assets to Purchaser in violation of the terms of this Agreement, and/or (b) fail to perform any other material obligation of Seller hereunder, and/or (c) breach any warranty made or granted by Seller under this Agreement, which breach is not cured by the Closing Date and/or (d) have misrepresented any material fact, or any of the representations of Seller contained herein are not true, accurate or complete in any material respect, Purchaser shall as its sole and exclusive remedy, be entitled to either: 1) declare this Agreement to be null and void whereupon neither party shall have any further rights, duties or obligations hereunder except as otherwise provided herein; or 2) the rights of specific performance.

6.4 Termination. Upon any termination of this Agreement pursuant to any right of a party to terminate set forth in this Agreement, the parties will have no continuing liability to each other unless otherwise expressly stated in any provision of this Agreement.

6.5 Attorneys' Fees. Notwithstanding anything to the contrary in this Agreement, in the event that either Seller or Purchaser, as the case may be, shall bring a lawsuit against the other party for breach of such party's obligations under this Agreement, the losing party shall pay the prevailing party's costs and expenses incurred in connection with such litigation, including without limitation reasonable attorneys' fees.

Section 7. Miscellaneous.

7.1 Amendments, Waivers and Consents. For the purposes of this Agreement and all agreements executed pursuant hereto, no course of dealing between or among any of the parties hereto and no delay on the part of any party hereto in exercising any rights hereunder or thereunder shall operate as a waiver of the rights hereof and thereof. No provision hereof may be waived otherwise than by a written instrument signed by the party or parties so waiving such covenant or other provision. No amendment to this Agreement may be made without the written consent of Seller and Purchaser.

7.2 Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their assigns and successors in interest.

7.3 Notices. All notices, requests, demands and other communications required or permitted to be given hereunder will be deemed to have been duly given if in writing and

delivered personally, or mailed first class, postage prepaid, registered or certified mail, or by overnight or express courier, or by facsimile, to the addresses of the parties as set forth below:

If to Seller, addressed to

Square 1 Bank
406 Blackwell Street
Suite 240
Durham, North Carolina 27701
Fax: (919) 314-3110
Attn: Mark S. Ploski, Vice President

If to Purchaser, addressed to:

Adtech-GESI, LLC
1880 McFarland Parkway, Suite 100
Alpharetta, Georgia 30005
Attn: Tim D. Shadburn, CEO

7.4 Entire Agreement; Assignment. This Agreement (including any Schedules, Exhibits, and the other documents and instruments referred to herein) (a) constitutes the entire agreement between Seller and Purchaser and all other prior agreements and understandings, both written and oral, among the parties or any of them, with respect to the subject matter hereof, including any transaction between or among the parties hereto, and (b) shall not be assigned by operation of law or otherwise other than to a Purchaser designee.

7.5 Governing Law. This Agreement and the agreements contemplated hereby shall be construed in accordance with and governed by the laws of the State of Georgia.

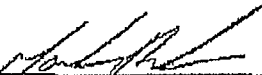
7.6 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

7.7 Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement. If any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the respective party hereto only to the extent permitted by law.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, and made delivery thereof, as of the date first written above.

SELLER:

SQUARE 1 BANK,
a North Carolina Bank

By: 
Title: VICE PRESIDENT
Printed Name: MARK PLOSKI

PURCHASER:

ADTECH-GEESI, LLC
a Georgia limited liability company

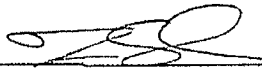
By: 
Title: CEO
Printed Name: TIM SHADRVEN

Exhibit 1.1

(Assets)

• PATENTS:

Status	Description	Application Number	Jurisdiction
Filed	Methods and systems for splitting a video stream across multiple drives and file systems for video production.	61/036,624	United States
Filed	Methods and systems for picture rate reduction of stored video while under continuous record load.	11/671,483	United States
Filed	Methods and systems for picture rate reduction of stored video while under continuous record load.	PCT/US2007/061776	International

• TRADEMARKS:

Status	Description	Application Number	Jurisdiction
Filed	Open Video Framework ("OVF")	77457899	United States

Exhibit 2.2

BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is made this ___ day of January, 2009 by Square 1 Bank ("Seller"), in favor of Adtech-GESI, LLC ("Purchaser").

WITNESSETH:

WHEREAS, Seller and Purchaser entered into that certain Asset Purchase Agreement dated as of January ___, 2009 ("Contract") with respect to the sale of the personal property described on Exhibit A attached hereto ("Property") which is owned by Steelbox Networks, Inc. ("Debtor"); and

WHEREAS, Debtor defaulted on a loan with Seller which was secured, in part, by the Property and Seller has exercised its postdefault remedies with respect to the Property; and

WHEREAS, by reason of the exercise of its postdefault remedies, Seller agrees to sell, and Purchaser agrees to acquire, the rights of the Debtor in the Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Purchaser all of its right, title and interest in and to the Property, without representation or warranty of any kind whatsoever except as set forth in and subject to the terms of the Contract.

WITH RESPECT TO ALL PROPERTY TRANSFERRED, WHETHER TANGIBLE OR INTANGIBLE, SELLER EXPRESSLY DISCLAIMS A WARRANTY OF MERCHANTABILITY AND WARRANTY FOR FITNESS FOR A PARTICULAR USE OR ANY OTHER WARRANTY EXPRESSED OR IMPLIED THAT MAY ARISE BY OPERATION OF LAW OR UNDER THE UNIFORM COMMERCIAL CODE FOR THE STATE IN WHICH THE PROPERTY IS LOCATED (OR ANY OTHER STATE).

This Bill of Sale shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of Purchaser and Seller.

The name and last known mailing address of the Seller, Debtor and Purchaser are:

Seller: Square 1 Bank
406 Blackwell Street, Suite 240
Durham, NC 27701
Attention: Mark S. Ploski, Vice President

Debtor: Steelbox Networks, Inc.
1600 River Edge Parkway, Suite 725
Atlanta, GA 30328

Attn: Chief Financial Officer

Purchaser: Adtech-GESI, LLC
1880 McFarland Parkway, Suite 100
Alpharetta, Georgia 30005
Attn: Tim D. Shadburn

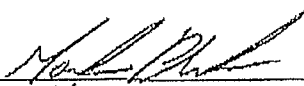
This Bill of Sale is intended to be a "transfer statement" under § 9-619 of the Uniform Commercial Code.

This Bill of Sale shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties have duly executed this Bill of Sale, and made delivery thereof, as of the date first written above.

SELLER:

SQUARE 1 BANK,
a North Carolina Bank

By: 
Title: VICE PRESIDENT
Printed Name: MARK PROSKI

PURCHASER:

ADTECH-GESI, LLC
a Georgia limited liability company

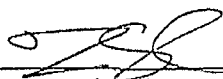
By: 
Title: CEO
Printed Name: TIM SHADBURN

EXHIBIT A

PROPERTY DESCRIPTION

• **PATENTS:**

Status	Description	Application Number	Jurisdiction
Filed	Methods and systems for splitting a video stream across multiple drives and file systems for video production.	61/036,624	United States
Filed	Methods and systems for picture rate reduction of stored video while under continuous record load.	11/671,483	United States
Filed	Methods and systems for picture rate reduction of stored video while under continuous record load.	PCT/US2007/061776	International

• **TRADEMARKS:**

Status	Description	Application Number	Jurisdiction
Filed	Open Video Framework ("OVF")	77457899	United States

• **OTHER ASSETS:**

All intellectual property of Steelbox Networks, Inc. ("Steelbox"), including, without limitation, (a) the name "Steelbox" and "Steelbox Networks"; (b) all software applications, tools, technologies and components owned, developed or licensed by Steelbox stored on the Equipment listed above and to the extent available all technical and descriptive documentation, materials and specifications related thereto; (c) all domain names owned or used by Steelbox; (d) the world wide web site of Steelbox and all documentation related thereto; (e) all patents, patent rights,

patent applications and continuances, all trade names, trade dress, trademarks (registered and unregistered), trademark applications, service marks (registered and unregistered) and service mark applications (all marks to include all goodwill associated therewith), all copyrights (registered and unregistered) and applications therefor, including without limitation, the patents and trademarks described on this Exhibit A.