

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baldwin Enterprises, Inc., as Collateral Agent		12/29/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Avistar Communications Corporation		
Street Address:	1875 S. Grant St., Floor 10		
City:	Sam Mateo		
State/Country:	CALIFORNIA		
Postal Code:	94402		
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		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	516-747-0300		
Email:	john.flynn@federalresearch.com		

CH \$240.00 78023273

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**TRADEMARK
 REEL: 004122 FRAME: 0383**

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

NAME OF SUBMITTER:	John Flynn
Signature:	/JF/
Date:	12/30/2009

Total Attachments: 5

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): Baldwin Enterprises, Inc., as Collateral Agent <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>Avistar Communications Corporation</u> Internal Address: _____ Street Address: <u>1875 S. Grant St. FL10</u> City: <u>San Mateo</u> State: <u>California</u> Country: <u>USA</u> Zip: <u>94402-2666</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance /Execution Date(s) : Execution Date(s) _____ <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		4. Application number(s) or registration number(s) and identification or description of the Trademark: A. Trademark Application No.(s) See Attached Schedule B B. Trademark Registration No.(s) See Attached Schedule B Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Lauren Accardi</u> Internal Address: <u>Meltzer, Lipper, Goldstein & Breitstone, LLP</u> Street Address: <u>190 Willis Avenue</u> City: <u>Mineola</u> State: <u>NY</u> Zip: <u>11501</u> Phone Number: <u>516-747-0300 (x102)</u> Fax Number: <u>516-747-0653</u> Email Address: <u>laccardi@mlg.com</u>		6. Total number of applications and registrations involved: 9	
		7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
		8. Payment Information: Deposit Account Number _____ Authorized User Name _____	
9. Signature: <u>Lauren Accardi</u> Signature Lauren Accardi Name of Person Signing		December 28, 2009 Date Total number of pages including cover sheet, attachments, and document: 5	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

THIS RELEASE OF SECURITY INTEREST, dated as of December 29, 2009, is executed by Baldwin Enterprises, Inc., a Delaware corporation, as "Collateral Agent" for the benefit of Avistar Communications Corporation, a Delaware corporation (hereinafter the "Company").

A. Reference is made to that certain Security Agreement, dated as of January 4, 2008 (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. The Company entered into certain transactions with the Collateral Agent, whereby the Collateral Agent purchased from the Company and the Company sold to the Collateral Agent a 4.5% Convertible Secured Subordinated Promissory Note Due 2010 in the principal amount of \$4,000,000 (the "Baldwin Note"), pursuant to that certain Convertible Note Purchase Agreement (the "Note Purchase Agreement"), the Security Agreement and the Grant of Security Interest, each by and between the Company, Collateral Agent for the benefit of certain other noteholders dated as of January 4, 2008.

C. Pursuant to the Security Agreement, Collateral Agent received a security interest in certain letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedule A annexed hereto as part hereof (collectively, the "Patents") and Collateral Agent received a security interest in certain trademarks, more particularly described on Schedule 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").

D. On December 29, 2009, the Company paid the outstanding principal and interest related to the Baldwin Note prior to the Final Maturity Date (as such term is defined in the Baldwin Note), (the "Transaction") and hereby desires to release its security interest in the Patents and the Trademarks.

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


Collateral Agent hereby releases to the Company its security interest in all right, title and interest of the Collateral Agent in and to the following property:

- a. all Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, as set forth on Schedule A attached hereto and made a part hereof; and

- b. all Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, as set forth on Schedule B attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned has executed this release of security lien as of the 29th day of December, 2009.

BALDWIN ENTERPRISES, INC.

By: 
Name: Joseph A. Orlando
Title: Vice President

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.

420724-1