

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
Burstpoint Networks, Inc.	FORMERLY Starstream, LLC	06/04/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Windspeed Ventures 111, L.P.		
Street Address:	52 Waltham Street		
City:	Lexington		
State/Country:	MASSACHUSETTS		
Postal Code:	02421		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2671163	STARBAK	
Registration Number:	2671164	STARBAK COMMUNICATIONS, INC.	
Registration Number:	2706792	STARBAK COMMUNICATONS INC.	
CORRESPONDENCE DATA			
Fax Number:	(781)622-5933		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7816225930		
Email:	trademark@mabbp.com		
Correspondent Name:	Thomas F. Dunn		
Address Line 1:	Morse, Barnes-Brown & Pendleton, P.C.		
Address Line 2:	1601 Trapelo Road, Suite 205		
Address Line 4:	Waltham, MASSACHUSETTS 02451		
ATTORNEY DOCKET NUMBER:	WINDSPEED SECUR. INTEREST		
NAME OF SUBMITTER:	Thomas F. Dunn		

CH \$90.00 2671163

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**TRADEMARK
 REEL: 004229 FRAME: 0696**

Signature:	/Thomas F. Dunn/
Date:	06/22/2010
Total Attachments: 7 source=Security_agreement_windspeed#page1.tif source=Security_agreement_windspeed#page2.tif source=Security_agreement_windspeed#page3.tif source=Security_agreement_windspeed#page4.tif source=Security_agreement_windspeed#page5.tif source=Security_agreement_windspeed#page6.tif source=Security_agreement_windspeed#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 4, 2010 by and between BurstPoint Networks, Inc., a Delaware corporation having a principal place of business at 52 Waltham Street, Lexington, Massachusetts 02421 (the "Debtor"), and Windspeed Ventures III, L.P. (the "Secured Party").

RECITALS

A. The Debtor and the Secured Party have entered into a Security Agreement, dated as of the date hereof (the "Security Agreement"), to secure certain obligations of the Debtor to the Secured Party described in the Security Agreement.

B. The Security Agreement requires the Debtor to execute and deliver to the Secured Party such short form security agreements as the Secured Party may request for filing with the United States Patent and Trademark Office in respect of any patents, trademarks or copyrights included in the "Collateral" under the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete performance when due of its obligations in respect of its obligations to the Secured Party, the Debtor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To further secure its obligations, the Debtor hereby grants and pledges to the Secured Party a security interest in all of the Debtor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Capitalized terms used but not defined herein have the meanings set forth on Exhibit D hereto.

This security interest is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, and those which are now or hereafter available to the Secured Party as a matter of law or equity. Each right, power and remedy of the Secured Party provided for herein or in the Security Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement, or now or hereafter existing at law or in equity, shall

not preclude the simultaneous or later exercise by any person, including the Secured Party, of any or all other rights, powers or remedies.

The Debtor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection with which the Debtor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

THE DEBTOR:

BurstPoint Networks, Inc.

By: 

Name: Daniel H. Bathon, Jr.

Title: Chairman of the Board

THE SECURED PARTY:

WINDSPEED VENTURES III, L.P.

GENERAL PARTNER:

WINDSPEED VENTURES III GP, LP

By: Windspeed Ventures III GP, LLC

its general partner

By: 

Name: Daniel H. Bathon, Jr.

Title: Member

EXHIBIT A
COPYRIGHTS

Full Title	Description	Registration Number	Date
RTSP Engine.	Computer Program	TXu000985072	2001-02-21
Torrent User Interface.	Computer Program	TXu000985073	2001-02-21
Light Stream Server.	Computer Program	TX0005348708	2001-02-21
Light Stream Server.	Computer Program	TXu000953826	2000-05-26
MMS light stream server.	Computer Program	TX0005438493	2001-09-26
Torrent CE.	Computer Program	TX0005361158	2001-04-13
Torrent CE: Control Hub Software.	Computer Program	TX0005496114	2002-02-26
Torrent CE: Radvision H.323 Stack Interface.	Computer Program	TX0005496113	2002-02-26

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
Systems and Methods for Connecting Video Conferencing to a Distributed Network	7,043,528	August 12, 2005

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
STARBAK	2671163	1/7/2003
STARBAK COMMUNICATIONS INC.	2671164	1/7/2003
STARBAK COMMUNICATIONS INC.	2706792	4/15/2003

EXHIBIT D

DEFINITIONS

“Copyrights” means any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held.

“Intellectual Property Collateral” means all of the Debtor’s right, title, and interest in and to the following:

- (a) Copyrights, Trademarks and Patents;
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design rights which may be available to the Debtor now or hereafter existing, created, acquired or held;
- (d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

“Patents” means all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

“Trademarks” means any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of the Debtor connected with and symbolized by such trademarks.