

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
Glowpoint, Inc.		06/16/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Bank: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3432702	IVE
Registration Number:	2941453	ALL YOU CAN SEE
Registration Number:	3019186	PARTNERPOINT
Registration Number:	2956764	EXPAND YOUR VISION
Registration Number:	3097074	GLOWPOINT.
Registration Number:	2987011	CUSTOMERPOINT
Registration Number:	3230196	QUICKBRIDGE

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-415-1555
 Email: mail@specializedpatent.com
 Correspondent Name: Christopher E. Kondracki
 Address Line 1: 1501 Wilson Boulevard
 Address Line 2: Suite 510

CH \$190.00 3432702

900165328

**TRADEMARK
 REEL: 004229 FRAME: 0826**

Address Line 4: Arlington, VIRGINIA 22209

ATTORNEY DOCKET NUMBER: 1006808

NAME OF SUBMITTER: Christopher E. Kondracki

Signature: /Christopher E. Kondracki/

Date: 06/22/2010

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 16 day of June, 2010 by and between SILICON VALLEY BANK ("Bank") and GLOWPOINT, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

2. 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;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

7. Any and all claims for damages by way of past, present and future infringements 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;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

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


GRANTOR:

Address of Grantor:

c/o Glowpoint, Inc.
225 Long Avenue
Hillside, New Jersey 07205

Attn: Edwin F. Heinen, Jr.

GLOWPOINT, INC.

By: 
Name: Edwin F. Heinen, Jr.
Title: Chief Financial Officer

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Mr. Jay Tracy

SILICON VALLEY BANK


By: 
Name: Jay T. Tracy
Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEMS AND METHODS FOR GATHERING USAGE DETAIL INFORMATION FOR PACKET- BASED NETWORKS	7,664,098	2/16/10
SYSTEMS AND METHODS FOR AN OPERATOR SYSTEM SERVICE	7,200,213	4/3/07
AUTOMATED GATEWAY ROUTING, INCOMING AND OUTGOING	11/045,489	1/31/05
METHOD AND PROCESS FOR VIDEO OVER IP NETWORK MANAGEMENT	11/033,472	1/12/05
INTELLIGENT CALL MANAGEMENT AND REDIRECTION	11/246,956	10/11/05
VIDEO COMMUNICATION CALL AUTHORIZATION	11/391,673	3/29/06
VIDEO COMMUNICATION INTERFACE	11/442,614	5/30/06
SYSTEMS AND METHODS FOR IMPLEMENTING A SINGLE-NUMBER FOLLOW ME SERVICE FOR VIDEOCONFERENCING	11/509,820	8/25/06
VIDEO CALL DISTRIBUTOR	11/963,527	12/21/07

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
IVE	3432702	5/20/08
ALL YOU CAN SEE	2941453	4/19/05
PARTNERPOINT	3019186	11/29/05
EXPAND YOUR VISION	2956764	5/31/05
GLOWPOINT	3097074	5/30/06
CUSTOMERPOINT	2987011	8/23/05
QUICKBRIDGE	3230196	4/17/07

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date