

**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
Telestream, Inc.		09/10/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	MC 7512
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3751641	WIRECAST
Registration Number:	3786947	SCREENFLOW
Serial Number:	77584236	VANTAGE
Registration Number:	3668061	SPLIT-AND-STITCH
Registration Number:	3490950	TELESTREAM
Registration Number:	3470119	METAFLIP
Registration Number:	3330213	EPISODE
Registration Number:	3250275	MOTIONRESOLVE
Registration Number:	3307884	GRAPHICSFACTORY
Registration Number:	3122483	FLIP4MAC
Registration Number:	2952772	TELESTREAM MAP
Registration Number:	2620993	FLIPFACTORY
Registration Number:	2352469	TELESTREAM

OP \$340.00 3751641

CORRESPONDENCE DATA

Fax Number: (734)930-2494

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 734-761-3780

Email: asujek@bodmanllp.com

Correspondent Name: Angela Alvarez Sujek - Bodman LLP

Address Line 1: 201 South Division, Ste. 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	10/12/2010

Total Attachments: 5

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 10, 2010, by and between COMERICA BANK ("Bank") and TELESTREAM, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 of even date herewith (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.

B. 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 and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 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.

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.

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


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.

GRANTOR:

Address of Grantor:

848 Gold Flat Road, Suite 1  
Nevada City, CA 95959


**TELESTREAM, INC.,**  
a Delaware corporation

By:   
Dan Castles  
Title: Chief Executive Officer

BANK:

Address of Bank:

Comerica Bank  
Livonia Operations Center  
39200 Six Mile Road  
MC 7512  
Livonia, MI 48152  
Attn: Credit Manager  
Fax: 734-632-5017

**COMERICA BANK**  
By:   
Title: SVP

**EXHIBIT A**

**Copyrights**

Title	Reg. No.	Reg. Date
ClipMail pro user's guide	TX4986262	6/7/99
ClipMail pro software : version 1.2.3 Application title: ClipMail pro software (version 1.0)	TX5132023	2/22/00

**EXHIBIT B**

**Patents**

**None.**

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**TRADEMARK**  
**REEL: 004295 FRAME: 0527**

**EXHIBIT C**

**Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
WIRECAST	77/761809	6/17/09	3,751,641	2/23/10
SCREENFLOW	77/761801	6/17/09	3,786,947	5/11/10
VANTAGE	77/584236	10/2/08	n/a	n/a
SPLIT-AND-STITCH	76/690352	6/6/08	3,668,061	8/18/09
TELESTREAM (and Design)	76/684692	12/6/07	3,490,950	8/26/08
METAFLIP	76/684695	12/6/07	3,470,119	7/22/08
EPISODE	76/665288	8/29/06	3,330,213	11/6/07
MOTIONRESOLVE	76/663592	7/24/06	3,250,275	6/12/07
GRAPHICSFACTORY	76/657821	4/3/06	3,307,884	10/9/07
FLIP4MAC	76/641581	6/24/05	3,122,483	8/1/06
TELESTREAM MAP	76/547322	9/29/03	2,952,772	5/17/05
FLIPFACTORY	76/317269	9/25/01	2,620,993	9/17/02
TELESTREAM	75/432073	2/10/98	2,352,469	5/23/00

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