

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IMAGE STREAM MEDICAL, INC.		05/25/2011	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BRIDGE BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	55 Almaden Boulevard		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	national banking association: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3221715	MAINSTREAM	
Registration Number:	2975710	MEDICAL VIDEO PRODUCER	
Registration Number:	3212588	NSTREAM	
Registration Number:	3215095	VAULTSTREAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)350-6878		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6173506800		
<b>Email:</b>	trademarks@gesmer.com		
<b>Correspondent Name:</b>	Susan M. Mulholland_Gesmer Updegrove LLP		
<b>Address Line 1:</b>	40 Broad Street		
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02109		
<b>NAME OF SUBMITTER:</b>	Susan M. Mulholland		

CH \$115.00 3221715

**900192875**

**TRADEMARK**  
**REEL: 004549 FRAME: 0181**

Signature:	/sm mulholland/
Date:	05/26/2011
<b>Total Attachments: 8</b> source=image stream medical lien#page1.tif source=image stream medical lien#page2.tif source=image stream medical lien#page3.tif source=image stream medical lien#page4.tif source=image stream medical lien#page5.tif source=image stream medical lien#page6.tif source=image stream medical lien#page7.tif source=image stream medical lien#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 25, 2011 (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and IMAGE STREAM MEDICAL, INC. ("Grantor") is made with reference to the Loan and Security Agreement, dated as of May 25, 2011 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) 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;

(h) 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;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

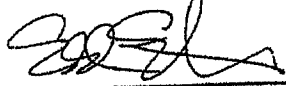
Notwithstanding the foregoing, the Intellectual Property Collateral also does not include any of the following: (a) any intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise; or (b) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such transfer is unenforceable under applicable law); provided, however, that upon termination of such prohibition, such interest shall immediately become Intellectual Property Collateral without any action by Borrower or Bank.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

(Remainder of the page is blank. Signatures appear on the following page.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**  
IMAGE STREAM MEDICAL, INC.

By:  \_\_\_\_\_

Name: Eddie Mitchell  
Title: Chief Executive Officer

**LENDER:**  
BRIDGE BANK, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_

Name: Richard F. Sweeney  
Title: Vice President

Address for Notices:  
Attn: Eddie Mitchell  
1 Monarch drive, No. 102  
Littleton, Massachusetts 01460  
Fax: \_\_\_\_\_

Address for Notices:  
Attn: Mike Field  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Tel: (408) 556-6501  
Fax: (408) 282-1681

(Signature Page to IP Loan Agreement - May 11)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

IMAGE STREAM MEDICAL, INC.

By: \_\_\_\_\_

Name: Eddie Mitchell

Title: Chief Executive Officer

Address for Notices:

Attn: Eddie Mitchell

1 Monarch drive, No. 102

Littleton, Massachusetts 01460

Fax: \_\_\_\_\_

**LENDER:**

BRIDGE BANK, NATIONAL  
ASSOCIATION

By: *Richard F. Sweeney*

Name: Richard F. Sweeney

Title: Vice President

Address for Notices:

Attn: Mike Field

55 Almaden Boulevard, Suite 100

San Jose, California 95113

Tel: (408) 556-6501

Fax: (408) 282-1681

(Signature Page to IP Loan Agreement - May 11)

EXHIBIT A  
COPYRIGHTS  
NO REGISTERED COPYRIGHTS

EXHIBIT B  
TRADEMARKS

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>	<u>Reg. Date:</u>
MAINSTREAM	78/731360	3,221,715	October 12, 2005	March 27, 2007 Section 8 Declaration of Continued Use due by March 27, 2012
MEDICAL VIDEO PRODUCER	78/289065	2,975,710	August 19, 2003	July 26, 2005 Section 8 Declaration of Continued Use due by July 26, 2011
NSTREAM	78/731330	3,212,588	October 12, 2005	February 27, 2007 Section 8 Declaration of Continuous Use due by February 27, 2013
VAULTSTREAM	78/731353	3,215,095	October 12, 2005	March 6, 2007 Section 8 Declaration of Continued Use due by March 6, 2013
IMAGE STREAM MEDICAL				



IMAGE STREAM MEDICAL & DESIGN				
OR INTEGRATION MADE EASY				
NETWORKED VISUALIZATION SOLUTIONS				
EASYSUITE				
EASYPORT				
EASYLINK				
LIVESTREAM				
NEUROSTREAM (ABANDONED)	78/861588		April 14, 2006	
VIDEO INFORMATION PORTAL (ABANDONED)	78/731386		October 12, 2005	
DUALSTREAM (ABANDONED)	78/731375		October 12, 2005	
LIVESTREAM (ABANDONED)	78/731367		October 12, 2005	
IMAGE STREAM MEDICAL (ABANDONED)	78/191360		December 5, 2002	
ISM MOBILITY (CANCELLED)	78/191362	2,817,186	December 5, 2002	February 24, 2004

EXHIBIT C

PATENTS

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published</u>	<u>Issue Date:</u>
STEAMING VIDEO NETWORK SYSTEM		11/510,337	3/1/2007	
SYSTEM AND METHOD FOR CONTROLLING AND SELECTING SOURCES IN A ROOM ON A NETWORK		Not yet filed.		