

TO: PATRICK KELLNER COMPANY: 523 WEST 6TH STREET

TRADEMARK ASSIGNMENT

06/29/2011
900195829

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DVTEL, Inc.		6/10/11	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Orlx Venture Finance LLC		
Street Address:	245 Park Avenue, 19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Limited Liability Company : Delaware		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3119136	VTD	
Registration Number:	0138679		
Registration Number:	3182642	IOIMAGE	
Registration Number:	3882275	DVTEL	
CORRESPONDENCE DATA			
Fax Number:	(213)452-4472		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-452-4470		
Email:	pkellner@nationalcorp.com		
Correspondent Name:	Patrick Kellner		
Address Line 1:	523 West 6th Street		
Address Line 2:	National Corporate Research LTD		
Address Line 4:	Los Angeles, CALIFORNIA 90014		
ATTORNEY DOCKET NUMBER:	L060141		
NAME OF SUBMITTER:	Patrick Kellner		

OPI \$115.00 3119136

TRADEMARK

REEL: 004586 FRAME: 0809

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Signature:	/Patrick Kellner/
Date:	06/29/2011
Total Attachments: 7 source=scan#page1.tif source=scan#page2.tif source=scan#page3.tif source=scan#page4.tif source=scan#page5.tif source=scan#page6.tif source=scan#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 10, 2011 by and between ORIX Venture Finance LLC ("ORIX") and DVTel, Inc., a Delaware corporation ("Grantor"), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Loan and Security Agreement dated June 10, 2011 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all 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, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the

maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

[signatures on next page]


TRADEMARK

REEL: 004586 FRAME: 0812

Address of Grantor:

65 Challenger Rd.
Ridgefield Park, New Jersey 07660

DVTel, Inc.

By 
Title CEO

Address of ORIX:

245 Park Avenue, 19th Floor
New York, NY 10167
Attention: Ms. Carol Nicholas

ORIX Venture Finance LLC

By _____
Christopher L. Smith,
Manager

[Signature Page—Intellectual Property Security Agreement (Parent)]

TRADEMARK

REEL: 004586 FRAME: 0813

Address of Grantor:

65 Challenger Rd.
Ridgefield Park, New Jersey 07660

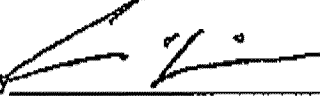
DVTel, Inc.

By _____
Title _____

Address of ORIX:

245 Park Avenue, 19th Floor
New York, NY 10167
Attention: Ms. Carol Nicholas

ORIX Venture Finance LLC

By 

Christopher L. Smith,
Manager

{Signature Page—Intellectual Property Security Agreement (Parent)}

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
VTD	Reg. 3119136 Serial No. 78/391,208	7/25/06 3/26/04
TOTAL TRACK	Reg. 138679 Serial No. 138679	9/04/01 6/06/00
IOIMAGE	Reg. 3182642 Serial No. 78/581,457	12/12/06 3/07/05
DVTEL	Reg. No. 3,882,275 Serial No. 77/850,883	11/30/10 10/16/09

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REEL: 004586 FRAME: 0815

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEM AND METHOD FOR INTEGRATING VOICE, VIDEO, AND DATA	09907958	7/19/01
SYSTEM AND METHOD FOR CODING AND DECODING	09908461	7/19/01
METHOD FOR ESTIMATING THE POSE OF A PTZ CAMERA	12/107,560	4/22/08
BOX-TO-BOX CAMERA CONFIGURATION/ RECONFIGURATION	PCT/IL2010/000318	4/21/10

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REEL: 004586 FRAME: 0816

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		

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