### 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
Digital Room, Inc.		11/22/2011	CORPORATION: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	Silicon Valley Bank, as Administrative Agent	
Street Address:	2400 Hanover Street	
City:	Palo Alto	
State/Country:	CALIFORNIA	
Postal Code:	94304	
Entity Type:	CORPORATION: CALIFORNIA	

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85316204	UPRINTING
Serial Number:	85316215	DIGITAL ROOM

#### **CORRESPONDENCE DATA**

 Fax Number:
 (214)981-3400

 Phone:
 214-981-3483

 Email:
 dclark@sidley.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 51285-31900

NAME OF SUBMITTER: Dusan Clark

Signature: /Dusan Clark/
TRADEMARK

900207736 REEL: 004664 FRAME: 0981

Date:	11/22/2011
source=SVB DRI - Digital Room IP Security source=SVB DRI - Digital Room IP Security source=SVB DRI - Digital Room IP Security source=SVB DRI - Digital Room IP Security	Agreement [executed with schedules]#page1.tif Agreement [executed with schedules]#page2.tif Agreement [executed with schedules]#page3.tif Agreement [executed with schedules]#page4.tif Agreement [executed with schedules]#page5.tif Agreement [executed with schedules]#page6.tif

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of November 22, 2011, is made by DIGITAL ROOM, INC. ("Grantor") in favor of SILICON VALLEY BANK, as administrative agent (together with its successors, in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (each a "Lender" and, collectively, the "Lenders") from time to time parties to that certain Credit Agreement, dated as of November 22, 2011 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among Digital Room, Inc., the Lenders party thereto and the Administrative Agent.

### **RECITALS**

- A. The Lenders have 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 the Credit Agreement. The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Administrative Agent a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Credit Agreement and the other Loan Documents. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.
- B. Pursuant to the terms of the Guarantee and Collateral Agreement, Grantor has granted to Administrative Agent 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 Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

To secure its obligations under the Credit Agreement and the other Loan Documents, Grantor grants and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules 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 Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, the Guarantee and Collateral Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent or any Lender as a matter of law or equity. Each right, power and remedy of Administrative Agent

provided for herein or in the Credit Agreement or any of the other 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 Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit 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 Administrative Agent, of any or all other rights, powers or remedies.

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

GRANTOR:	
DIGITAL RG	om,inc.
ву:	
Title: <u>[]</u>	
ADMINISTR	LATIVE AGENT:
SILICON VA	VLLEY BANK
By:	
Title:	

provided for herein or in the Credit Agreement or any of the other 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 Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit 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 Administrative Agent, of any or all other rights, powers or remedies.

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

GRANTOR:
DIGITAL ROOM, INC.
Ву:
Title:
ADMINISTRATIVE AGENT:
SILICON VALLEY BANK
v.
By: Jutone Regan
Title: Relationship Morr

# EXHIBIT A

Copyrights

None.

A/73555283.1

# EXHIBIT B

Patents

None.

A/73555283.1

# EXHIBIT C

## Trademarks

Mark	Owner	Status	Appl. No. Filing Date	Reg. No. Reg. Date
UPRINTING	Digital Room, Inc.	Published	85/316204 09-MAY-2011	
DIGITAL ROOM	Digital Room, Inc.	Published	85/316215 09-MAY-2011	

SF1 1753958v.2

**RECORDED: 11/22/2011**