

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Telestream, Inc.		01/06/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Silicon Valley Bank
<b>Street Address:</b>	3003 Tasman Drive
<b>Internal Address:</b>	HG 150
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3751641	WIRECAST
Registration Number:	3786947	SCREENFLOW
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:	2620993	FLIPFACTORY
Registration Number:	3845793	VANTAGE
Serial Number:	85464114	VISTORY
Serial Number:	85442427	TELESTREAM

**CH \$340.00 3751641**

**CORRESPONDENCE DATA**

Fax Number: (302)636-5454  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	67298
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	01/20/2012

Total Attachments: 6  
source=1-20-12 Telestream-TM#page1.tif  
source=1-20-12 Telestream-TM#page2.tif  
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

TELESTREAM, INC.

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) January 6, 2012

- Assignment                               Merger
- Security Agreement                   Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Silicon Valley Bank

Internal

Address: HG 150

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Country: USA                              Zip: 95054

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship \_\_\_\_\_
- Corporation      Citizenship CA
- Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

See Attached Schedule A

B. Trademark Registration No.(s)

See Attached Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

13

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

*Lisa A. Cobbett*  
Signature

1/20/12

Date

Lisa A. Cobbett

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "*Agreement*"), dated as of January 6, 2012, is entered into by and between **TELESTREAM, INC.**, a Delaware corporation ("*Grantor*") and **SILICON VALLEY BANK** (the "*Agent*"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of the date hereof, among the Agent, the Grantor and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), and pursuant to that certain Credit Agreement, dated as of the date hereof, among Telestream Holdings Corporation, Grantor, the Lenders party thereto, and the Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "*Credit Agreement*").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of the Agent a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Agent hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security granted by Grantor to the Agent pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to the Agent a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Agent under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Agent, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Agent from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

Address of Grantor:

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

GRANTOR:

**TELESTREAM, INC.,**  
as Grantor

By: 

Name: Dan Castles

Title: President, Chief Executive Officer and  
Secretary

Address of the Agent

3003 Tasman Drive  
Santa Clara, California 95054

AGENT:

**SILICON VALLEY BANK,**  
as the Agent

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004701 FRAME: 0706**

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

Address of Grantor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GRANTOR:

**TELESTREAM, INC.,**  
as Grantor

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of the Agent

3003 Tasman Drive  
Santa Clara, California 95054

AGENT:

**SILICON VALLEY BANK,**  
as the Agent

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

Name: MICHAEL J. FOU

Title: DIRECTOR

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004701 FRAME: 0707**

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Registrant	Trademark	Registration No.	Registration Date
Telestream, Inc.	Wirecast	3,751,641	2/23/2010
Telestream, Inc.	Screenflow	3,786,947	5/11/2010
Telestream, Inc.	Split-and-Switch	3,668,061	8/18/2009
Telestream, Inc.	Telestream (and Design)	3,490,950	8/26/2008
Telestream, Inc.	Metaflip	3,470,119	7/22/2008
Telestream, Inc.	Episode	3,330,213	11/6/2001
Telestream, Inc.	Montionresolve	3,250,275	6/12/2007
Telestream, Inc.	Graphicsfactory	3,307,884	10/9/2007
Telestream, Inc.	Flip4Mac	3,122,483	8/1/2006
Telestream, Inc.	FlipFactory	2,620,993	9/17/2002
Telestream, Inc.	Vantage	3,845,793	9/7/2010

Applications of Registration of Trademarks

Registrant	Trademark	Application No.	Application Date
Telestream, Inc.	Vistry	85,464,114	11/3/2011
Telestream, Inc.	Telestream (and Design)	85,442,427	10/7/2011