

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
Signal Perfection, Ltd.		01/25/2012	CORPORATION: MARYLAND

**RECEIVING PARTY DATA**

Name:	Manufacturers and Traders Trust Company
Street Address:	25 S. Charles Street
Internal Address:	12th Floor
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21201
Entity Type:	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2830458	DIGITAL AIRLINES
Registration Number:	3582492	IFORMATA
Registration Number:	3744187	IFORMATA
Registration Number:	3040175	PANGAIR
Registration Number:	3681654	TELEPRESENCE EXCHANGE
Registration Number:	2910548	THE DIGITAL AIRLINE
Registration Number:	3703843	VNOC
Registration Number:	3941293	VNOC IN A BOX
Registration Number:	3804592	VNOC SYMPHONY

**CORRESPONDENCE DATA**

Fax Number: (202)842-8465  
 Phone: 202-842-8800  
 Email: dctrademarks@dbr.com

OP \$240.00 2830458

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

Correspondent Name: Amy E. Carroll  
Address Line 1: 1500 K Street, N.W.  
Address Line 2: Suite 1100  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-1209

ATTORNEY DOCKET NUMBER:	042858-415264
NAME OF SUBMITTER:	Amy E. Carroll
Signature:	/amyecarroll/
Date:	02/13/2012

**Total Attachments: 6**

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PATENT AND TRADEMARK AGREEMENT

This PATENT AND TRADEMARK AGREEMENT is made as of January 25, 2012, by and among SIGNAL PERFECTION, LTD., a Maryland corporation (together with its successors and permitted assigns, “**Assignor**”) and MANUFACTURERS AND TRADERS TRUST COMPANY, with an office at 25 S. Charles Street, 12<sup>th</sup> Floor, Baltimore, MD 21201, as agent for itself and the other Secured Parties (as that term is defined in the Credit Agreement referenced below) (together with its successors and assigns in such capacity, “**Assignee**”) and is made pursuant to the Security Agreement dated as of April 17, 2008, by and among Assignor, those other parties signatory thereto and Assignee (as the same may be amended, restated or otherwise modified, supplemented and/or replaced from time to time, the “**Security Agreement**”).

WHEREAS, Assignor is the owner of certain patents and/or patent applications, including those listed on Exhibit 1 hereto (the “**Patents**”); and

WHEREAS, Assignor is the owner of certain registered trademarks, including registrations and/or pending applications therefor, together with the goodwill of the business connected with the use of and symbolized thereby, including those trademarks listed on Exhibit 1 hereto (the “**Marks**,” which, together with the Patents shall be collectively referred to hereinafter as the “**Intellectual Property**”); and

WHEREAS, Assignor, AVI-SPL, INC. (“**Borrower**”), AVI-SPL HOLDINGS, INC., Assignee and certain Lenders (as defined in the Credit Agreement) entered into that certain Amended and Restated Credit Agreement dated as of November 15, 2011 (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the “**Credit Agreement**”), pursuant to which such Lenders and the other Secured Parties agreed to extend credit to Borrower on the terms and conditions described therein; and

WHEREAS, one of the conditions to the extension of credit under the Credit Agreement is that payment of the Secured Obligations (as defined in the Credit Agreement) shall be secured by, among other things, a security interest in favor of the Assignee, for the benefit of the Secured Parties, in the Intellectual Property and all Proceeds (as defined in the Security Agreement) thereof and Assignor is willing to grant to the Assignee, for the benefit of the Secured Parties, a security interest in the Intellectual Property and all Proceeds thereof and all other related claims and rights as more fully described in the Security Agreement.

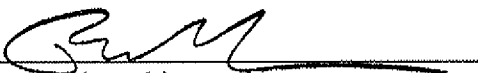
NOW, THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Secured Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Intellectual Property and all Proceeds thereof and give notice of such security interest and the existence of the Security Agreement providing therefor.

*[Signature Page Follows]*

Executed as of the date first above written.

Assignor:


SIGNAL PERFECTION, LTD.

By   
Name: Peter Grabowski  
Title: Chief Financial Officer

*[Signature Page of Patent and Trademark Agreement]*

Assignee:

MANUFACTURERS AND TRADERS  
TRUST COMPANY, in its capacity as Agent

By  \_\_\_\_\_

Name: Ajibola Fadahunsi

Title: Vice President


*[Signature Page of Patent and Trademark Agreement]*

EXHIBIT 1 TO PATENT AND TRADEMARK AGREEMENT

**PATENTS AND PATENT APPLICATIONS**

<b>Title</b>	<b>Country</b>	<b>Patent No. Issue Date</b>	<b>Pub. No./ Pub. Date</b>	<b>Applic. No./ Filing Date</b>	<b>Expiration Date</b>	<b>Owner/Inventors</b>
A SYSTEM FOR MANAGING, SCHEDULING, MONITORING AND CONTROLLING AUDIO AND VIDEO COMMUNICATION AND DATA COLLABORATION	U.S.	n/a	n/a	Docket IFR 009 P2  12/816611  June 16, 2010	n/a	Signal Perfection, Ltd.  Scott David Allen, Rebekah Anne Allen and Isaac Josiah Hogue
A METHOD FOR MANAGING, SCHEDULING, MONITORING AND CONTROLLING AUDIO AND VIDEO COMMUNICATION AND DATA COLLABORATION	U.S.	n/a	n/a	Docket IFR 023 P2  12/816583  June 16, 2010	n/a	Signal Perfection, Ltd.  Scott David Allen, Rebekah Anne Allen and Isaac Josiah Hogue
SYSTEM AND METHOD FOR AUTOMATED VIDEO CONFERENCE MANAGEMENT AND CONTROL	U.S.	n/a	n/a	61/250914  10/13/2009	n/a	Signal Perfection, Ltd.  Scott D. Allen Rebekah A. Allen Isaac J. Hogue

## TRADEMARKS

Mark	Jurisdiction	Application Number / Filing Date	Registration Number / Registration Date	Grantor
DIGITAL AIRLINES	U.S.	76/310265 9/7/2001	2830458 4/6/2004	Signal Perfection, Ltd.
IFORMATA	Canada	1408659 8/26/2008	TMA805781 8/31/2011	Signal Perfection, Ltd
IFORMATA	CTM	7186778 8/25/2008	7186778 6/10/2009	Signal Perfection, Ltd
IFORMATA	India	1724815 8/25/2008	1724815 2/3/2011	Signal Perfection, Ltd
IFORMATA	U.S.	77/405990 2/26/2008	3582492 3/3/2009	Signal Perfection, Ltd
IFORMATA & Design 	U.S.	77/756006 6/10/2009	3744187 2/2/2010	Signal Perfection, Ltd
PANGAIR	U.S.	78/377484 3/3/2004	3040175 1/10/2006	Signal Perfection, Ltd
TELEPRESENCE EXCHANGE	U.S.	77/360281 12/27/2007	3681654 9/8/2009	Signal Perfection, Ltd
THE DIGITAL AIRLINE	U.S.	78/262758 6/16/2003	2910548 12/14/2004	Signal Perfection, Ltd
VNOC	U.S.	77/755905 6/10/2009	3703843 10/27/2009	Signal Perfection, Ltd
VNOC IN A BOX	U.S.	77/755528 6/9/2009	3941293 4/5/2011	Signal Perfection, Ltd
VNOC SYMPHONY	U.S.	77/755454 6/9/2009	3804592 6/15/2010	Signal Perfection, Ltd