

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
AFFINITY VIDEONET, INC.		10/01/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ESCALATE CAPITAL PARTNERS SBIC I, L.P.		
Street Address:	300 West Sixth Street		
Internal Address:	Suite 2300		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4011933	SEE WHAT HAPPENS WHEN PEOPLE CONNECT	
Registration Number:	1953091	AFFINITY VIDEONET	
CORRESPONDENCE DATA			
Fax Number:	2147581550		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-758-1500		
Email:	shernandez@pattonboggs.com		
Correspondent Name:	Nam H. Huynh		
Address Line 1:	2000 McKinney Avenue, Suite 1700		
Address Line 2:	Patton Boggs LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	023854.0145		
NAME OF SUBMITTER:	Nam H. Huynh		

OP \$65.00 4011933

Signature:	/Nam H. Huynh/
Date:	10/03/2012
Total Attachments: 6 source=[Glowpoint] IPSA Affinity#page1.tif source=[Glowpoint] IPSA Affinity#page2.tif source=[Glowpoint] IPSA Affinity#page3.tif source=[Glowpoint] IPSA Affinity#page4.tif source=[Glowpoint] IPSA Affinity#page5.tif source=[Glowpoint] IPSA Affinity#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 1, 2012 by and between ESCALATE CAPITAL PARTNERS SBIC I, L.P. ("**Lender**") and AFFINITY VIDEONET, INC., a Delaware corporation ("**Obligor**").

RECITALS

Lender has agreed to make a certain advance of money and to extend certain financial accommodations to GLOWPOINT, INC., a Delaware corporation ("**Borrower**") under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "**Loan Agreement**"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of that certain Secured Guaranty dated as of the date hereof by Obligor in favor of Lender (as amended, restated, or otherwise modified from time to time, the "**Guaranty**"), Obligor has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Obligor agrees as follows:

AGREEMENT


To secure its obligations under the Guaranty and under any other agreement now existing or hereafter arising between Borrower and Lender, Obligor grants to Lender a security interest in all of Obligor's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and 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. Obligor represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Obligor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]

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

~~BORROWER~~ OBLIGOR:

AFFINITY VIDEONET, INC.,
a Delaware corporation


By: _____

Name: Tolga Sakman

Title: Chief Financial Officer and Secretary

Address of Lender:

300 West Sixth Street
Suite 2300
Austin, Texas 78701

LENDER:

ESCALATE CAPITAL PARTNERS SBIC I, L.P.,
a Delaware limited partnership

By: Escalate SBIC Capital Management, LLC,
its general partner


By: 
Name: Ross Cockrell
Title: Member

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
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None.

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
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None.

EXHIBIT C

Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
SEE WHAT HAPPENS WHEN PEOPLE CONNECT	4,011,933	8/16/11
AFFINITY VIDEONET	1,953,091	1/30/96