

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
GLOWPOINT, 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: 6

Property Type	Number	Word Mark
Serial Number:	85503032	GLOWPOINT
Registration Number:	4089259	OPEN VIDEO
Serial Number:	85432793	OPENVIDEO MOBILE
Registration Number:	2987011	CUSTOMERPOINT
Registration Number:	4085470	OPENVIDEO
Serial Number:	85416723	OPEN VIDEO MOBILE

CORRESPONDENCE DATA

Fax Number: 2147581550
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 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

OP \$165.00 85503032

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 023854.0145

NAME OF SUBMITTER: Nam H. Huynh

Signature: /Nam H. Huynh/

Date: 10/03/2012

Total Attachments: 7

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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 GLOWPOINT, INC., a Delaware corporation ("**Borrower**").

RECITALS

Lender has agreed to make a certain advance of money and to extend certain financial accommodations to 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 the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower'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. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower 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:

GLOWPOINT, INC.,
a Delaware corporation


By: _____
Name: Tolga Sakman
Title: Chief Financial Officer


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

SCHEDULE A
Copyrights

None.

SCHEDULE B

Patents

U.S. Registered Patents / Applications


<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
Video call distributor	8,259,152	09/04/12
Automated gateway routing, incoming and outgoing	7,916,717	03/29/11
Systems and methods for gathering usage detail information for packet-based networks	7,664,098	02/16/10
Systems and methods for an operator system service	7,200,213	04/03/07
Intelligent call management and redirection	11/246,956	10/11/05
Systems and methods for implementing a single-number follow me service for videoconferencing	11/509,820	08/25/06 (Abandoned)
Video-communication interface	11/442,614	05/30/06 (Abandoned)
Method and process for video over IP network management	11/033,472	01/12/05 (Abandoned)
Systems and methods for video transport service	11/034,200	01/13/05 (Abandoned)
Video communication call authorization	11/391,673	03/29/06 (Abandoned)

Abandoned European Patent Applications

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
Video communication call authorization	06739841.2	3/29/06
Video-communication interface	06771648.0	5/31/06
Systems and methods of implementing a single-number follow me service for video conferencing	06802397.7	8/25/06

SCHEDULE C
Trademarks

U.S. Registered Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
GLOWPOINT	85/503,032	12/23/11
OPEN VIDEO	4,089,259	01/17/12
OPENVIDEO MOBILE	85/432,793	09/27/11
CUSTOMERPOINT	2,987,011	08/23/05
OPENVIDEO	4,085,470	01/10/12
OPEN VIDEO MOBILE	85/416,723	9/7/11
IVE	3,432,702	05/20/08 (Abandoned)
PARTNERPOINT	3,019,186	11/29/05 (Abandoned)
	3,097,074	05/30/06 (Abandoned)
ALL YOU CAN SEE	2,941,453	04/19/05 (Abandoned)
EXPAND YOUR VISION	2,956,764	05/31/05 (Abandoned)
QUICKBRIDGE	3,230,196	04/17/07 (Abandoned)

Canadian Registered Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
GLOWPOINT	604,366	3/5/04

European Registered Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
GLOWPOINT	002076479	8/1/02