

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
PIXIA CORP.		11/27/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3491406	PIXIA
Registration Number:	4158801	HIPER WATCH
Registration Number:	4041681	HIPER STARE
Registration Number:	4041682	HIPER LOOK
Serial Number:	85465633	HIPER CLOUDFS

**CORRESPONDENCE DATA**

Fax Number: 4088524475  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 4088417195  
 Email: dsanchezbentz@vplawgroup.com  
 Correspondent Name: Diana Sanchez Bentz, Legal Specialist  
 Address Line 1: VLP Law Group LLP  
 Address Line 2: 235 Victoria Drive  
 Address Line 4: Gilroy, CALIFORNIA 95020

OP \$140.00 3491406

ATTORNEY DOCKET NUMBER:	SVB-PIXIA-TMS
NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb1068/
Date:	11/27/2012
<b>Total Attachments: 8</b> source=(SVB-PIXIA) IPSA_11-27-2012#page1.tif source=(SVB-PIXIA) IPSA_11-27-2012#page2.tif source=(SVB-PIXIA) IPSA_11-27-2012#page3.tif source=(SVB-PIXIA) IPSA_11-27-2012#page4.tif source=(SVB-PIXIA) IPSA_11-27-2012#page5.tif source=(SVB-PIXIA) IPSA_11-27-2012#page6.tif source=(SVB-PIXIA) IPSA_11-27-2012#page7.tif source=(SVB-PIXIA) IPSA_11-27-2012#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of November 27, 2012 by and between SILICON VALLEY BANK ("Bank") and PIXIA CORP. ("Grantor").

### RECITALS

A. Bank has 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 that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the 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 Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan 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 Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

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

Address of Grantor:

11951 Freedom Drive, Suite 1800  
Reston, VA 20190  
Attn:

GRANTOR:

PIXIA CORP.

By: *Redi 3*

Title: *CEO/CTO*

Address of Bank:

275 Grove Street, Suite 2-200  
Newton, MA 02466  
Attn: Christine Egitto

BANK:

SILICON VALLEY BANK

By: *Christine Egitto*

Title: *VP*

EXHIBIT A  
COPYRIGHTS

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		

EXHIBIT B

PATENTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
IMAGE DISPLAY SYSTEM	10243794	09/14/2002
	20030034936	02/20/2003
	7119811	10/10/2006
DATA STORAGE AND RETRIEVAL SYSTEM AND METHOD	10263930	09/13/2002
	20030067420	04/10/2003
	6912695	06/28/2005
HIGH RESOLUTION DISPLAY OF LARGE ELECTRONICALLY STORED OR COMMUNICATED IMAGES WITH REAL TIME ROAMING	10243273	09/13/2002
	20030063127	04/03/2003
	7840908	11/23/2010
IMAGE DISPLAY SYSTEM	11123146	05/06/2005
	20050210405	09/22/2005
	7607106	10/20/2009
LARGE FORMAT VIDEO ARCHIVAL, STORAGE, AND RETRIEVAL SYSTEM AND METHOD	12237870	09/25/2008
	20100073371	03/25/2010
	8290346	10/16/2012
LARGE FORMAT VIDEO ARCHIVAL, STORAGE, AND RETRIEVAL SYSTEM AND METHOD	13/621,442	09/17/2012
IMAGE DISPLAY SYSTEM	12/568250	09/28/2009
	20100111411	05/06/2010
METHOD AND SYSTEM FOR CONVERTING AN IMAGE	12/784663	05/21/2010
	20110229040	09/22/2011
METHOD OF CREATING A CONTAINER FILE FOR LARGE FORMAT IMAGERY AND ORGANIZING DATA WITHIN THE CONTAINER FILE	13/233,647	09/15/2011
METHOD OF PROCESSING A VIEWPORT WITHIN LARGE FORMAT IMAGERY	13/233,682	09/15/2011

METHOD OF MAKING A VIDEO STREAM FROM A PLURALITY OF VIEWPORTS WITHIN LARGE FORMAT IMAGERY	13/233,706	09/15/2011
METHOD AND SYSTEM FOR ENCODING AND DECODING MULTIPLE WIDE-AREA SURVEILLANCE AREA-OFINTEREST VIDEO CODESTREAMS	13232565 20120206837	09/15/2011 09/16/2012 Assigned to Kabushiki Kaisha Toshiba
IMAGE DISPLAY SYSTEM	13515998 20120081379	12/09/2011 04/05/2012
METHOD FOR STORING AND RETRIEVING ORTHO-RECTIFIED WAMI FRAMES AS OBJECTS ON AN OBJECT STORAGE DEVICE	61/692,498	08/23/2012
IMAGE DISPLAY SYSTEM	PCT/US2003/030639	09/30/2003
IMAGE DISPLAY SYSTEM	PCT/US2002/029210	09/19/2002



EXHIBIT C  
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PIXIA	77237418 3491406	07/24/2007 08/26/2008
HiPER WATCH	85269341 4158801	03/17/2011 06/12/2012
HiPER STARE	85269326 4041681	03/17/2011 10/18/2011
HiPER LOOK	85269333 4041682	03/17/2011 10/18/2011
HiPER CLOUDFS	85465633	11/07/2011

EXHIBIT D  
MASK WORKS

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		