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
VIDEOLOGY, INC.		12/20/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PINNACLE VENTURES, L.L.C.
Street Address:	1600 El Camino Real, Suite 250
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3803713	TIDALTV
Registration Number:	4112567	VIDEOLOGY
Registration Number:	4229450	

CH $90.00 3803713

CORRESPONDENCE DATA

Fax Number: 6504936811

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

Phone: 650-496-7543
Email: nbouch@wsgr.com
Correspondent Name: WSGR, c/o Nancy Bouch, Senior Paralegal
Address Line 1: 650 Page Mill Road
Address Line 2: FH 2-1 P10
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	30897.065
NAME OF SUBMITTER:	Nancy Bouch

Signature:	/s/Nancy Bouch
Date:	12/21/2012

Total Attachments: 3
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GRANT OF SECURITY INTEREST

TRADEMARKS

This **GRANT OF SECURITY INTEREST - TRADEMARKS**, dated as of December 20, 2012, is executed by **VIDEOLOGY, INC.**, a Delaware corporation ("***Debtor***") in favor of **PINNACLE VENTURES, L.L.C.** ("***Secured Party***") as agent for the lenders party to the Loan Agreement (as defined below).

A. Reference is made to a Loan and Security Agreement, dated as of the date hereof (the "***Loan Agreement***"), by and among Debtor, Secured Party and the lenders party thereto.

B. Debtor owns the trademarks and service mark rights of the United States, more particularly described on Schedules 1 annexed hereto as part hereof (collectively, the "***Trademarks***");

C. Schedules 1 hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Loan Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, including without limitation with respect to termination of the security interest described below in Section D, Debtor shall provide written notice to Secured Party, in accordance with the provisions of the Loan Agreement, of any addition or change which is necessary to be made to Schedules 1 in order to maintain such schedules' completeness or accuracy, and, further, Debtor shall provide such notice to Secured Party within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than ninety (90) days following the date of such event.

D. Debtor hereby grant to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "***Collateral***"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement.

Secured Party's address is: **PINNACLE VENTURES, L.L.C.**
1600 El Camino Real, Suite 250
Menlo Park, CA 94025

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

VIDEOLOGY, INC.,
a Delaware corporation

By: _____

Name: MIKE WOOLEY

Title: CFO

[Signature Page to Grant of Security Interest – Trademarks]

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

TRADEMARKS

TRADEMARKS

Reg. # and Date	Mark	Owner	Entity
3,803,713 – 06/15/2010	TIDALTV word mark	Videology, Inc.	USPTO
4,112,567 – 03/13/2012	VIDEOLOGY word mark	Videology, Inc.	USPTO
4,229,450 – 10/23/2012	VIDEOLOGY design mark	Videology, Inc.	USPTO
009693078 – 07/05/2011	VIDEOLOGY word mark	Videology, Inc.	EU CTM

TRADEMARK APPLICATIONS

App. # and Date	Mark	Owner	Entity
011142411 – 08/27/2012	VIDEOLOGY design mark	Videology, Inc.	EU CTM