

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
Brickstream Corporation		04/24/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BRIDGE BANK, NATIONAL ASSOCIATION		
Street Address:	55 Almaden Boulevard, Suite 100		
Internal Address:	Attn: Lee Shodiss		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78693977	BEHAVIORIQ	
Serial Number:	76975294	BRICKSTREAM	
Serial Number:	76519721	BRICKSTREAM	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-677-1400		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	355157-202		
NAME OF SUBMITTER:	Troy Zander		

CH \$90.00 78693977

Signature:	/s/ Troy Zander
Date:	04/29/2013
Total Attachments: 7 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif source=IPSA#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 24, 2013, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and BRICKSTREAM CORPORATION ("Grantor"), is made with reference to the Business Financing Agreement, dated as of April 24, 2013 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

BRICKSTREAM CORPORATION

By: _____

Name: _____

Title: _____

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: [Redacted]
 2 Sun Court NW, Suite 400
 NorCross, GA 30092
 Fax: [Redacted]

Address for Notices:

Attn: Lee Shodize
 55 Almaden Boulevard, Suite 100
 San Jose, California 95113
 Tel: (408) 556-6501
 Fax: (408) 282-1681

EXHIBIT A


COPYRIGHTS

Please Check if No Copyrights Exist

None.

Exhibit B
TRADEMARKS

Please Check if No Trademarks Exist

MARK	SERIAL NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE	STATUS
BEHAVIORIQ	78/693977 3,788,742	08-16-2005 05-11-2010	Registered.
BRICKSTREAM	76/975294 2,801,256	03-29-2001 12-30-2003	Registered.
BRICKSTREAM	76/519,721 2,834,131	06-03-2003 04-20-2004	Registered.
BRICKSTREAM	76/231,990	03-29-2001	Abandoned.
SEEMORE			Not yet filed.
QUEUEIQ			Not yet filed.
TRAFFICIQ			Not yet filed.
INSIGHTIQ			Not yet filed.
SEE MORE. KNOW MORE. DO MORE.			Not yet filed.
			Not yet filed.
			Not yet filed.

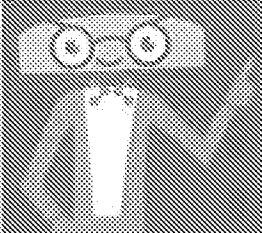

MARK	SERIAL NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE	STATUS
			Not yet filed.
			Not yet filed.

EXHIBIT C

PATENTS

Please Check if No Patents Exist

Invention Title	Application/ Patent No.	Filing/ Issue Date	Status
System and Method for Multi-Resolution Background Adaptation	09/009,167 6,061,088	01/20/1998 05/09/2000	Patented.
System and Method for Segmenting Image Regions from a Scene Likely to Represent Particular Objects in the Scene	08/998,211 6,141,433	12/24/1997 10/31/2000	Patented.
System and Method for Matching Image Information to Object Model Information	09/020,113 6,185,314	02/06/1998 02/06/2001	Patented.
System and Method for Detecting and Analyzing a Queue	09/313,750 6,195,121	05/27/1999 02/27/2001	Patented.
System and Method for Tracking Movement of Objects in a Scene	09/020,323 6,263,088	02/06/1998 07/17/2001	Patented.
System and Method for Tracking Movement of Objects in a Scene Using Correspondence Graphs	09/019,595 6,295,367	02/06/1998 09/25/2001	Patented.
Systems and Methods for Determining if Objects are in a Queue	10/724,394 7,171,024	12/01/2003 01/30/2007	Patented.
System and Method for Multi-Camera Linking and Analysis	09/960,218 7,319,479	09/21/2001 01/15/2008	Patented.
Systems and Methods for Determining if Objects are in a Queue	11/668,232 7,400,745	01/29/2007 07/15/2008	Patented.

Invention Title	Application/ Patent No.	Filing/ Issue Date	Status
Systems and Methods for Determining if Objects are in a Qucue	12/172,713 7,702,132	07/14/2008 04/20/2010	Patented.
Systems and Methods for Determining If Objects Are in a Queue	EP04795630.5 1,732,733 (Great Britain)	10/20/2004 08/29/2009	Patented.
Multi-Lens Video Analytics Platform	61/694,525	08/29/2012	Pending.