

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
DVTEL, INC.		04/30/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SQUARE 1 BANK		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85544335	TRUWITNESS	
Registration Number:	3882275	DVTEL	
Registration Number:	3182642	IOIMAGE	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	919-314-3086		
Email:	loandocsdept@square1bank.com		
Correspondent Name:	Square 1 Bank		
Address Line 1:	406 Blackwell Street		
Address Line 2:	Suite 240		
Address Line 4:	Durham, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	Lee Conner		

CH \$90.00 85544335

Signature:	/leeconner-tkf/
Date:	06/19/2013
Total Attachments: 7 source=03 Intellectual Property Security Agreement - Parent - Fully Executed#page1.tif source=03 Intellectual Property Security Agreement - Parent - Fully Executed#page2.tif source=03 Intellectual Property Security Agreement - Parent - Fully Executed#page3.tif source=03 Intellectual Property Security Agreement - Parent - Fully Executed#page4.tif source=03 Intellectual Property Security Agreement - Parent - Fully Executed#page5.tif source=03 Intellectual Property Security Agreement - Parent - Fully Executed#page6.tif source=03 Intellectual Property Security Agreement - Parent - Fully Executed#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 30, 2013 by and between SQUARE 1 BANK ("*Bank*") and DVTEL, INC., a Delaware corporation ("*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 of even date herewith (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).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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, to secure the performance of its Obligations Grantor hereby agrees as follows:

AGREEMENT

To secure the performance of all of its Obligations, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation 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 (collectively, "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 Intellectual Property Security 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights owned by Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. This Intellectual Property Security Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Intellectual Property Security Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the parties hereto shall be governed by and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.


This Intellectual Property Security Agreement may not be modified or amended, nor may any rights hereunder be waived, except in writing signed by the parties hereto.

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.

Grantor:

DVTEL, INC.

By 
Name Tomer Pinchas
Title CFO

Address of Grantor:

65 Challenger Rd.
Ridgefield Park, New Jersey 07660

Bank:

Square 1 Bank

By _____
Name _____
Title _____

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[Signature Page—Intellectual Property Security Agreement (Parent)]

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.

Grantor:

DVTEL, INC.

By _____
Name _____
Title _____

Address of Grantor:

65 Challenger Rd.
Ridgefield Park, New Jersey 07660

Bank:

Square 1 Bank

By 
Name MIKE GRIFFIT
Title VP

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[Signature Page—Intellectual Property Security Agreement (Parent)]

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None.		

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
Method For Estimating The Pose Of A PTZ Camera	8,391,542	03/05/13
System and Method for Using Pattern Matching to Determine the Presence of Designated Objects in Digital Images	13/532,817	06/26/12
Box-to-Box Camera Configuration/Reconfiguration	13/265,089	06/05/12
System and Method for Integrating Voice, Video, and Data	09907958	07/19/01
System and Method for Coding and Decoding	09908461	07/17/01
Device and Method for Hybrid Resolution Video Frames	11414370	05/01/06

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
DVTEL	3882275	11/30/10
TRUWITNESS	85544335	02/16/12
IOIMAGE	3182642	12/12/06