

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
IMAGE STREAM MEDICAL, INC.		08/08/2013	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	BRIDGE BANK, NATIONAL ASSOCIATION
Street Address:	55 Almaden Boulevard
Internal Address:	Suite 100
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4348372	LIVESTREAM
Registration Number:	4379398	EASYSUITE
Registration Number:	3212588	NSTREAM
Registration Number:	3215095	VAULTSTREAM
Registration Number:	3221715	MAINSTREAM
Registration Number:	2975710	MEDICAL VIDEO PRODUCER
Serial Number:	85797135	SAFETYBOARD
Serial Number:	85796796	MEDPRESENCE
Serial Number:	85797422	EASYPORT
Serial Number:	85797830	EASYLINK

CORRESPONDENCE DATA

Fax Number: 6173506878

OP \$265.00 4348372

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

Phone: 617.350.6800
Email: trademarks@gesmer.com
Correspondent Name: Susan M. Mulholland/GESMER UPDEGROVE
Address Line 1: 40 Broad Street
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	BRIDGEBANK-IMAGE STREAM
NAME OF SUBMITTER:	Susan M. Mulholland
Signature:	/sm mulholland/
Date:	08/09/2013

Total Attachments: 9

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AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 8, 2013 (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and IMAGE STREAM MEDICAL, INC. ("Grantor") is made with reference to the Amended and Restated Loan and Security Agreement, dated as of the date herein (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.

Notwithstanding the foregoing, the Intellectual Property Collateral also does not include any of the following: (a) any intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise; or (b) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such transfer is unenforceable under applicable law); provided, however, that upon termination of such prohibition, such interest shall immediately become Intellectual Property Collateral without any action by Borrower or Bank.

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.

This Agreement is issued as an amendment, restatement, replacement and substitution in full of that certain Intellectual Property Security Agreement, dated May 25, 2011, by and between Lender and Grantor (the "Original Security Agreement"). Nothing contained herein shall be deemed to evidence the repayment or satisfaction of the indebtedness, liabilities, obligations, agreements, terms and conditions under the Original Security Agreement, all of which are hereby ratified and affirmed in all respects by the Grantor.

(Remainder of the page is blank. Signatures appear on the following page.)

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

GRANTOR:
IMAGE STREAM MEDICAL, INC.

By: 
Name: Eddie Mitchell
Title: Chief Executive Officer

Address for Notices:
Attn: Eddie Mitchell
1 Monarch drive, No. 102
Littleton, Massachusetts 01460
Fax: (978) 428-2694

LENDER:
BRIDGE BANK, NATIONAL
ASSOCIATION

By: _____
Name: Christian Perkins
Title: Vice President


Address for Notices:
Attn: Mike Field
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

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

GRANTOR:
IMAGE STREAM MEDICAL, INC.

LENDER:
BRIDGE BANK, NATIONAL
ASSOCIATION

By: _____
Name: Eddie Mitchell
Title: Chief Executive Officer

By:  _____
Name: Christian Perkins
Title: Vice President

Address for Notices:
Attn: Eddie Mitchell
1 Monarch drive, No. 102
Littleton, Massachusetts 01460
Fax: (978) 428-2694

Address for Notices:
Attn: Mike Field
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax:(408) 282-1681

EXHIBIT A
COPYRIGHTS
NO REGISTERED COPYRIGHTS

EXHIBIT B
TRADEMARKS

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>	<u>Reg. Date:</u>
LIVESTREAM	85/794509	4,348,372	December 4, 2012	June 4, 2013
SAFETYBOARD	85/797135		December 7, 2012	
EASYSUITE	85/794509	4,379,398	December 4, 2012	August 6, 2013
MEDPRESENCE	85/796796		December 6, 2012	
EASYPORT	85/797422		December 7, 2012	
EASYLINK	85/797830		December 7, 2012	
NSTREAM	78/731330	3,212,588	October 12, 2005	February 27, 2007
VAULTSTREAM	78/731353	3,215,095	October 12, 2005	March 6, 2007
MAINSTREAM	78/731360	3,221,715	October 12, 2005	March 27, 2007
MEDICAL VIDEO PRODUCER	78/289065	2,975,710	August 19, 2003	July 26, 2005
SAFETYBOARD	85/797135		December 7, 2012	
EASYSUITE	85/794509		December 4, 2012	
MEDPRESENCE	85/796796		December 6, 2012	
EASYPORT	85/797422		December 7, 2012	

EASYLINK	85/797830		December 7, 2012	
IMAGE STREAM MEDICAL				
IMAGE STREAM MEDICAL & DESIGN				
OR INTEGRATION MADE EASY				
NETWORKED VISUALIZATION SOLUTIONS				
EASYSUITE				
EASYPORT				
EASYLINK				
LIVESTREAM				
EASYCUT				
EXPRESSO				
NEUROSTREAM (ABANDONED)	78/861588		April 14, 2006	
VIDEO INFORMATION PORTAL (ABANDONED)	78/731386		October 12, 2005	
DUALSTREAM (ABANDONED)	78/731375		October 12, 2005	
LIVESTREAM (ABANDONED)	78/731367		October 12, 2005	
IMAGE STREAM MEDICAL (ABANDONED)	78/191360		December 5, 2002	

ISM MOBILITY (CANCELLED)	78/191362	2,817,186	December 5, 2002	February 24, 2004
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EXHIBIT C
PATENTS

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published</u>	<u>Issue Date:</u>
STREAMING VIDEO NETWORK SYSTEM	8,401,869	11/510,337	3/1/2007	3/19/2013
SYSTEM AND METHOD FOR CONTROLLING AND SELECTING SOURCES IN A ROOM ON A NETWORK		13/708,903	12/7/2012	
STREAMING VIDEO NETWORK SYSTEM		13/804,293	3/15/2013	