

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Computer Prompting & Captioning Co.		08/16/2013	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	Telestream, Inc.
Street Address:	848 Gold Flat Road
City:	Nevada City
State/Country:	CALIFORNIA
Postal Code:	95959
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1925278	CPC
Registration Number:	1904157	CAPTIONMAKER
Registration Number:	1914596	SMARTPROMPTER

CORRESPONDENCE DATA

Fax Number: 9164031633
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 916.930.3271
 Email: karl.hamel@dlapiper.com
 Correspondent Name: Scott Pink
 Address Line 1: 400 Capitol Mall, Suite 2400
 Address Line 4: Sacramento, CALIFORNIA 95814

NAME OF SUBMITTER:	Scott W. Pink
Signature:	/Scott W. Pink/

CH \$90.00 1925278

Date:

10/07/2013

Total Attachments: 4

source=Telestream-CPC -- TM Assignment Agreement#page1.tif

source=Telestream-CPC -- TM Assignment Agreement#page2.tif

source=Telestream-CPC -- TM Assignment Agreement#page3.tif

source=Telestream-CPC -- TM Assignment Agreement#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "*Trademark Assignment*") is made and entered into as of August 16, 2013 (the "*Effective Date*") by and between Computer Prompting & Captioning Co., a Maryland corporation ("*Assignor*"), and Telestream, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, pursuant to the Asset Purchase Agreement dated as of August 12, 2013 (the "*Agreement*") by and among Assignee, Assignor, and Dr. Dilip K. Som (the "*Shareholder*"), Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee all of Assignor's right, title and interest in and to all of the trademarks and service marks set forth in the attached Schedule A, together with the common law rights and goodwill associated therewith, and the United States registrations therefor;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers, sells, assigns, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby accepts, Assignor's entire worldwide right, title and interest in and to the trademarks and services marks set forth on Schedule A hereof, together with the common law rights and goodwill associated therewith and the registrations therefor, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, and other general intangibles of Assignor related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), and all payments and other distributions with respect thereto (collectively, the "*Trademarks*").

2. Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Trademarks or for the performance by Assignor of any of its obligations hereunder. Upon written request by Assignee, Assignor hereby further agrees that Assignor will sign all lawful papers, execute such documents, make all lawful oaths and otherwise provide reasonable assistance to aid Assignee and its successors, assigns and nominees to enforce the Trademarks in all countries.


3. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first use of any of the Trademarks to the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the Effective Date.

ASSIGNOR:

COMPUTER PROMPTING & CAPTIONING CO.

By: 
Name: Dilip K. Som
Title: President

ASSIGNEE:

TELESTREAM, INC.

By:
Name: Daniel Castles
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the Effective Date.

ASSIGNOR:

COMPUTER PROMPTING & CAPTIONING CO.

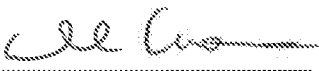
By: _____

Name: Dilip K. Som

Title: President

ASSIGNEE:

TELESTREAM, INC.

By:  _____

Name: Daniel Castles

Title: Chief Executive Officer

SCHEDULE A

Trademark (Registered)	Status	Reg. No.	Reg. Date
CPC®	Active	1,925,278	October 10, 1995
CaptionMaker®	Active	1,904,157	July 11, 1995
SmartPrompter®	Active	1,914,596	August 29, 1995

Trademark (Un-registered)
MacCaption™
YouCaption™
AutoDescription™