

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
Viewpoint, Inc.		02/06/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	2450 Colorado Avenue, Suite 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3082628	COAXIS	
Registration Number:	2736784	VIEWPOINT	
Registration Number:	3441871	VIEWPOINT V6 SOFTWARE	
Registration Number:	3907573	VIEWPOINT CONSTRUCTION SOFTWARE	
Registration Number:	4145067	VIEWPOINT V6 FAST TRACK	
Registration Number:	4186037	VIEWPOINT CONNECTS	
Registration Number:	3532797	CONSTRUCTION IMAGING	
Registration Number:	3645581	CONSTRUCTION IMAGING	
Registration Number:	4270138	FIELD WORK CENTER	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergekohn.com		

OP \$240.00 3082628

Correspondent Name: Nancy Brougher, Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.342
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	02/10/2014

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of February 6 2014, is entered into by and between VIEWPOINT, INC., a Delaware corporation (the "*Grantor*") and WELLS FARGO BANK, NATIONAL ASSOCIATION (the "*Assignee*"), as Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of February 6, 2014, among the Assignee, Grantor, and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), and pursuant to that certain Credit Agreement, dated as of February 4, 2014, among Grantor, Assignee and the Lenders party thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "*Credit Agreement*").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks (as defined below) set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means all of the following to the extent included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

(d) Notwithstanding anything contained in this Trademark Security Agreement to the contrary, "Trademarks" shall not include any United States intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law; provided, however, after such period, the Grantor acknowledges that such interest in such trademark or service mark application shall be subject to a security interest in favor of Assignee and shall be included in "Trademarks".

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Guarantee and Collateral Agreement or the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon consent of Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute such additional agreements or amendments hereto as may be reasonably required and requested in writing by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Recordation

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Assignee.

4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

5. Counterparts

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

VIEWPOINT, INC.

By: Benjamin Ertischek
Name: Benjamin Ertischek
Title: Chief Financial Officer

Address of Grantor:

1515 SE Water Ave # 300
Portland, OR 97214
Attention: Ben Ertischek
Facsimile No.: 971-255-4757
E-mail: ben.ertischek@viewpoint.com

ASSIGNEE:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,**

as Agent

By: 

Name: Alex Dybsky
Title: Vice President

Address of Assignee:

Wells Fargo Bank, National Association
2450 Colorado Avenue, Suite 3000W
Santa Monica, CA 90404
Attention: Technology Finance Manager
Facsimile No.: 310-453-7413

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications
Viewpoint's Registered Trademarks





Grantor	Jurisdiction	Registration No.	Registration Date	Filing Date	Mark
Viewpoint, Inc. ¹	United States	3,082,628	April 18, 2006	May 2, 2005	COAXIS
Viewpoint, Inc. ¹	United States	2,736,784	July 15, 2003	August 20, 2002	VIEWPOINT
Viewpoint, Inc. ¹	United States	3,441,871	June 3, 2008	April 18, 2007	VIEWPOINT V6 SOFTWARE & Design VIEWPOINT V6 SOFTWARE Disclaimer: "SOFTWARE"
Viewpoint, Inc. ¹	Australia	1,232,958	April 1, 2008	April 1, 2008	VIEWPOINT V6 SOFTWARE & Design VIEWPOINT V6 SOFTWARE (Australia)
Viewpoint, Inc. ¹	New Zealand	786,821	May 14, 2009	April 1, 2008	VIEWPOINT V6 SOFTWARE & Design VIEWPOINT V6 SOFTWARE (New Zealand)
Viewpoint, Inc. ¹	United States	3,907,573	February 18, 2011	June 3, 2010	VIEWPOINT CONSTRUCTION SOFTWARE Disclaimer: "CONSTRUCTION SOFTWARE"
Viewpoint, Inc. ¹	Australia	1,365,481	June 4, 2010	June 4, 2010	VIEWPOINT CONSTRUCTION SOFTWARE (Australia)
Viewpoint, Inc. ¹	Hong Kong	301768979	November 22, 2010	November 22, 2010	VIEWPOINT CONSTRUCTION SOFTWARE (Hong Kong)

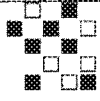
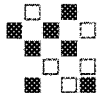
¹ These trademarks are currently in the name of Coaxis, Inc. and a certificate of name change will be filed after the Closing Date to reflect Viewpoint, Inc. as owner.

Viewpoint, Inc. ¹	United States	4,145,067	May 22, 2012	February 23, 2011	VIEWPOINT V6 FAST TRACK
Viewpoint, Inc. ¹	Australia	1,433,620	June 27, 2011	June 27, 2011	VIEWPOINT V6 FAST TRACK (Australia)
Viewpoint, Inc. ¹	Australia	1,473,666	February 8, 2012	February 8, 2012	VIEWPOINT CONNECTS (Australia)
Viewpoint, Inc. ¹	United States	4,186,037	August 7, 2012	December 14, 2011	VIEWPOINT CONNECTS
Viewpoint, Inc. ¹	United States	3,532,797	November 11, 2008	February 31, 2008	CONSTRUCTION IMAGING (Supplemental Register) Disclaimer: "IMAGING"
Viewpoint, Inc. ¹	United States	3,645,581	June 30, 2009	February 31, 2008	CONSTRUCTION IMAGING & Design  Disclaimer: "CONSTRUCTION IMAGING"
Viewpoint, Inc. ¹	United States	4,270,138	February 1, 2013	February 31, 2008	FIELD WORK CENTER (Supplemental Register)
Viewpoint, Inc. ¹	Australia	1574201	August 13, 2013		VIEWPOINT CONSTRUCTION SOFTWARE
Viewpoint, Inc. ¹	Brazil	840631944	September 4, 2013		VIEWPOINT CONSTRUCTION SOFTWARE
Viewpoint, Inc. ¹	Canada	1642605	September 9, 2013		VIEWPOINT CONSTRUCTION SOFTWARE
Viewpoint, Inc. ¹	CTM	012060935	August 12, 2013		VIEWPOINT CONSTRUCTION SOFTWARE
Viewpoint, Inc. ¹	Hong Kong	302719927	August 29, 2013		VIEWPOINT CONSTRUCTION SOFTWARE
Viewpoint, Inc. ¹	India	2588143	August 29, 2013		VIEWPOINT CONSTRUCTION SOFTWARE
Viewpoint, Inc. ¹	Mexico	1426167	October 25, 2013		VIEWPOINT CONSTRUCTION SOFTWARE
Viewpoint, Inc. ¹	New Zealand	982582	August 12, 2013		VIEWPOINT CONSTRUCTION SOFTWARE
Viewpoint, Inc. ¹	Singapore	T1315163E	September 19, 2013		VIEWPOINT CONSTRUCTION SOFTWARE
Viewpoint, Inc. ¹	United	3020657	September 4,		VIEWPOINT CONSTRUCTION

Inc. ¹	Kingdom		2013		SOFTWARE
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Pending Trademark Applications

Grantor	Jurisdiction	Application No.	Filing Date	Mark
Viewpoint, Inc. ¹	Canada	1,484,882	June 11, 2010	VIEWPOINT V6 SOFTWARE & Design VIEWPOINT V6 SOFTWARE (Canada)
Viewpoint, Inc. ¹	Canada	1,484,879	June 11, 2010	VIEWPOINT CONSTRUCTION SOFTWARE (Canada)
Viewpoint, Inc. ¹	India	2,012,027	August 20, 2011	VIEWPOINT CONSTRUCTION SOFTWARE (India)
Viewpoint, Inc. ¹	China	8904248	December 1, 2010	VIEWPOINT CONSTRUCTION SOFTWARE (China)
Viewpoint, Inc. ¹	Canada	1,540,877	August 23, 2011	VIEWPOINT V6 FAST TRACK (Canada)
Viewpoint, Inc. ¹	Canada	1,582,183	June 14, 2012	VIEWPOINT CONNECTS (Canada)
Viewpoint, Inc. ¹	Australia	1,495,149	June 4, 2012	CONSTRUCTION IMAGING & Design  (Australia)
Viewpoint, Inc. ¹	Canada	1,580,979	June 6, 2012	CONSTRUCTION IMAGING & Design  (Canada)
Viewpoint, Inc. ¹	China	TBA	November 30, 2012	CONSTRUCTION IMAGING & Design  (China)
Viewpoint, Inc. ¹	India	2434668	November 29, 2012	CONSTRUCTION IMAGING & Design  (India)
Viewpoint,	Hong Kong	302445381	November	CONSTRUCTION IMAGING & Design

Inc. ¹			24, 2012	 CONSTRUCTION IMAGING (Hong Kong)
Viewpoint, Inc. ¹	United Kingdom	2643402	November 26, 2012	CONSTRUCTION IMAGING & Design  CONSTRUCTION IMAGING (United Kingdom)
Viewpoint, Inc. ¹	Australia	1,511,703	August 30, 2012	FIELD WORK CENTER (Australia)
Viewpoint, Inc. ¹	Canada	1,592,116	August 29, 2012	FIELD WORK CENTER (Canada)
Viewpoint, Inc. ¹	Australia	1,511,702	August 30, 2012	VIEWPOINT MOBILE FIELD MANAGER (Australia)
Viewpoint, Inc. ¹	Canada	1,592,117	August 29, 2012	VIEWPOINT MOBILE FIELD MANAGER (Canada)
Viewpoint, Inc. ¹	Singapore	T131567H	September 19, 2013	4PROJECTS

Domain Names

Grantor	Domain Name
Viewpoint, Inc.	CONSTRUCTION-IMAGING.BIZ
Viewpoint, Inc.	CONSTRUCTION-IMAGING.NET
Viewpoint, Inc.	CONSTRUCTION-IMAGING.ORG
Viewpoint, Inc.	CONSTRUCTIONIMAGING.BIZ
Viewpoint, Inc.	CONSTRUCTIONIMAGING.COM
Viewpoint, Inc.	CONSTRUCTIONIMAGING.NET
Viewpoint, Inc.	CONSTRUCTIONIMAGING.ORG
Viewpoint, Inc.	CONTRACTORCFO.COM
Viewpoint, Inc.	4PDOC.COM
Viewpoint, Inc.	4PDOC.NET
Viewpoint, Inc.	4PLINK.COM
Viewpoint, Inc.	4PLINK.NET
Viewpoint, Inc.	4PMAIL.COM
Viewpoint, Inc.	4PMAIL.NET
Viewpoint, Inc.	NOTAWORRYINTHESKY.COM
Viewpoint, Inc.	ROSECITYRALLY.COM
Viewpoint, Inc.	VANTAGEPOINTVCS.COM
Viewpoint, Inc.	VCSANYWHERE.COM
Viewpoint, Inc.	VIEWPOINT.NET
Viewpoint, Inc.	VIEWPOINTCONSTRUCTIONSOFTWARE.CA
Viewpoint, Inc.	VIEWPOINTCS.CA
Viewpoint, Inc.	VIEWPOINTCS.CO.IN
Viewpoint, Inc.	VIEWPOINTSOFTWARE.COM
Viewpoint, Inc.	VIEWPOINTSOFTWARE.NET

Viewpoint, Inc.	VIEWPOINTSW.COM
Viewpoint, Inc.	VIEWPOINTSW.NET
Viewpoint, Inc.	viewpointcs.hk
Viewpoint, Inc.	viewpointcs.com.au
Viewpoint, Inc.	viewpointv6.com.au
Viewpoint, Inc.	bidtek.com
Viewpoint, Inc.	ccsimage.com
Viewpoint, Inc.	cisimaging.com
Viewpoint, Inc.	coaxis.net
Viewpoint, Inc.	coaxisinc.com
Viewpoint, Inc.	coaxisinc.net
Viewpoint, Inc.	construction-imaging.com
Viewpoint, Inc.	e-fileit.com
Viewpoint, Inc.	rivereastportland.com
Viewpoint, Inc.	viewpointanywhere.com
Viewpoint, Inc.	viewpointaustralia.com
Viewpoint, Inc.	viewpointcanada.com
Viewpoint, Inc.	viewpointconstructionsoftware.com
Viewpoint, Inc.	viewpointcs.co.nz
Viewpoint, Inc.	viewpointcs.co.uk
Viewpoint, Inc.	viewpointcs.com
Viewpoint, Inc.	viewpointcs.eu
Viewpoint, Inc.	viewpointcs.in
Viewpoint, Inc.	viewpointcsconsultant.com
Viewpoint, Inc.	viewpointv6.com
Viewpoint, Inc.	viewpointv6software.com
Viewpoint, Inc.	viewpoint.com