

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299149

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PANOPTO, INC.		03/21/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SAAS CAPITAL FUNDING, LLC		
Street Address:	1540 Broadway		
Internal Address:	Suite 1610		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85211579	PANOPTO FUSION	
Serial Number:	85026986	FOCUS	
Serial Number:	85026991	PANOPTO UNISON	
Serial Number:	77955637	PANOPTO	
Serial Number:	77955643	PANOPTO	
Serial Number:	77955634	PANOPTO	
CORRESPONDENCE DATA			
Fax Number:	9374436635		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	937-443-6600		
Email:	ipdocket@thompsonhine.com		
Correspondent Name:	Mark P. Levy		
Address Line 1:	10050 Innovation Drive		
Address Line 2:	Suite 400		
Address Line 4:	Dayton, OHIO 45342-4934		
ATTORNEY DOCKET NUMBER:	079532.00019/AMI		
NAME OF SUBMITTER:	Mark P. Levy		
SIGNATURE:	/Mark P. Levy/		

OP \$165.00 85211579

DATE SIGNED:	03/25/2014
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Total Attachments: 7

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- source=Panopto_IP_Security_Agreement#page2.tif
- source=Panopto_IP_Security_Agreement#page3.tif
- source=Panopto_IP_Security_Agreement#page4.tif
- source=Panopto_IP_Security_Agreement#page5.tif
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- source=Panopto_IP_Security_Agreement#page7.tif

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement is entered into as of March 21, 2014, by and between SaaS Capital Funding, LLC ("Grantee") and Panopto, Inc. ("Grantor").

RECITALS

A. Grantee has agreed to make certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Grantee and Grantor dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Loan Agreement").

B. The term "Patents" means all patents, patent applications and like protections including without limitation design and utility patents, utility models, industrial designs, improvements, divisions, continuations, renewals, reissues, reexaminations, extensions and continuations-in-part of the same and the inventions disclosed or claimed therein.

C. The term "Trademarks" means trade names, trademarks, service marks and applications therefor, whether registered or not, trade dress, and all of the goodwill of the business of Borrower connected with and symbolized by such trademarks, service marks and trade dress.

D. The term "Copyrights" means all works of authorship, copyrights, copyright applications, copyright registration and like protection in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired, and including all moral rights included or embodied therein.

E. The term "Trade Secrets" means any trade secret rights, including any rights to unpatented inventions, know-how and confidential information now owned or hereafter acquired.

F. Capitalized terms used herein, but not otherwise defined are as defined in the Loan Agreement and this Agreement constitutes a Loan Document as defined in the Loan Agreement. Grantee is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Grantee a security interest in certain Patents, Trademarks, Copyrights and Trade Secrets to secure the obligations of Grantor under the Loan Agreement and other Loan Documents.

G. Pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a first priority security interest (subject to Permitted Liens) 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, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Grantee a first priority security interest (subject to Permitted Liens) in all of Grantor's right, title and interest in, to and under its Patents, Trademarks and Copyrights (including without limitation those Patents, Trademarks and Copyrights 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.

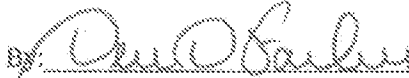
This security interest is granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of Grantee with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and any of the other Loan Documents, and those which are now or hereafter available to Grantee as a matter of law or equity. Each right, power and remedy of Grantee provided for herein, in the Loan Agreement or any of the other 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 Grantee of any one or more of the rights, powers or remedies provided for herein, in 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 an person, including Grantee, of any or all other rights, powers or remedies.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Patent, Trademark and Copyright Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PANOPTO, INC.

By: 

Name: Dennis Farkos

Title: Chief Financial Officer

Address of Grantor:

Panopto, Inc.
2000 E. Carson Street, Suite 300
Pittsburgh, PA 15203
Attention of: Chief Executive Officer

GRANTEE:

SAAS CAPITAL FUNDING, LLC

By: _____

Name:

Title:

Address of Grantee:

SaaS Capital Funding, LLC
1540 Broadway, Suite 1610
New York, New York 10036
Attention: Chief Executive Officer

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GRANTOR:

PANOPTO, INC.


By: _____
Name: Dennis Farkos
Title: Chief Financial Officer

Address of Grantor:

Panopto, Inc.
2000 E. Carson Street, Suite 300
Pittsburgh, PA 15203
Attention of: Chief Executive Officer

GRANTEE:

SAAS CAPITAL FUNDING, LLC


By: _____
Name: Todd Gardner
Title: President

Address of Grantee:

SaaS Capital Funding, LLC
1540 Broadway, Suite 1610
New York, New York 10036
Attention: Chief Executive Officer

EXHIBIT A

Patents

<u>Mark / Title:</u>	<u>U.S. Application Number:</u>	<u>U.S. Patent Number:</u>	<u>Filing Date:</u>
Hardware-Based, Client-Side Video Compositing System	13/737,996		1/10/2013
Systems and Methods for Generating a Composite Video from Multiple Asynchronously Recorded Input Streams	13/868,301		4/23/2013
Systems and Methods for Generation of Composite Video	14/075,134		11/8/2013
Automatic Color Compliance	61/949,320		3/7/2014
Systems and Methods for Linked Mobile Device Content Generation	61/952,215		3/13/2014

EXHIBIT B

Trademarks

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
PANOPTO FUSION	85/211,579	4,403,699	1/6/11
FOCUS	85/026,986	4,444,096	4/10/10
PANOPTO UNISON	85/026,991		4/30/10
PANOPTO	77/955,637	4,092,753	3/10/10
PANOPTO	77/955,643	3,980,092	3/10/10
PANOPTO	77/955,634	3,980,091	3/10/10

Abandoned Trademark Applications

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
FLEXSTREAM	77/966,102		3/23/10
COURSECAST	77/517,576		7/9/08

Unregistered Trademarks

<u>Mark / Title:</u>
COURSECAST
New PANOPTO logo with globe in center "O"
PANOPTO HOSTED
PANOPTO CORE
PANOPTO PREMIUM
THE SOCRATES PROJECT

EXHIBIT C

Copyrights

All copyrights in source code and documentation related to the invention entitled "Algorithms and Technology for Video Capture, Edit, Dissemination, Archival, and Search (CourseCast)" disclosed on January 5, 2006.

All copyrights in source code and documentation created by or for Panopto and related to source code and documentation that is in turn related to the invention entitled "Algorithms and Technology for Video Capture, Edit, Dissemination, Archival, and Search (CourseCast)" disclosed on January 5, 2006 and bearing Carnegie Mellon File 2006-039.