

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312776

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RGB NETWORKS, INC.		07/25/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 TASMAN DR.		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3888865	VMG	
Registration Number:	3861498	RGB NETWORKS	
Registration Number:	3499527	RIPCODE	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4048853770		
Email:	andrew.regan@troutmansanders.com		
Correspondent Name:	ANDREW REGAN PHD		
Address Line 1:	600 Peachtree St NE		
Address Line 2:	#5200		
Address Line 4:	ATLANTA, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	220763.001278		
NAME OF SUBMITTER:	ANDREW REGAN PH.D.		
SIGNATURE:	/ANDREW REGAN, PH.D. 66970/		
DATE SIGNED:	08/03/2014		
Total Attachments: 16			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**Agreement**”) is entered into as of July 25, 2014 by and between SILICON VALLEY BANK, a California corporation (“**Bank**”) and RGB NETWORKS, 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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of January 6, 2012 (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. Pursuant to the terms of that certain Fourth Amendment to Amended and Restated Loan and Security Agreement of even date herewith (the “**Fourth Amendment**”), by and between Bank and Grantor, 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, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Fourth Amendment, which are hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in 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.

5. 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.

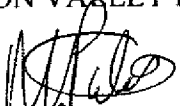
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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.

BANK

SILICON VALLEY BANK

By: 
Name: Mind Patel
Title: V.P.

GRANTOR

RGB NETWORKS, INC.

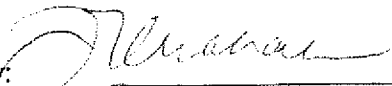
By: 
Name: JEFF GRAHAM
Title: CEO

EXHIBIT A

Copyrights

Description	Registration Number	Application Number	Notes on Ownership

EXHIBIT B

Patents

Description	Application Number	Registration Number	Notes on Ownership
System and method for monitoring content	11772582	8627509	
Full spectrum modulator for digital television signals	13164029	8610514	
System and method for processing content	11549226	8180920	
Video multiplexer system providing low-latency VCR-like effects and program changes	11123780	8161519	
(Prov. Pat. App.)	60499043		
SDRAM convolutional interleaver with two paths	11787228	8127199	
Methods, apparatus, and systems for managing the insertion of overlay content into a video signal	11881208	8087044	

Description	Application Number	Registration Number	Notes on Ownership
(Prov. Pat. App.)	60845707		
Methods and apparatus for rate estimation and predictive rate control	11801844	7885189	
(Prov. Pat. App.)	60846149		
Advanced, self-balancing video multiplexer system	12319629	7864808	
Method and apparatus for time-multiplexed processing of multiple digital video programs	11388833	7852854	
(Prov. Pat. App.)	60429819		
Advanced, self-balancing video multiplexer system	11123677	7804856	
Method and apparatus for modifying a data rate of a video signal	11881209	7801213	

Description	Application Number	Registration Number	Notes on Ownership
(Prov. Pat. App.)	60845707		
Methods, apparatus, and systems for insertion of overlay content into a video signal with transrating capabilities	11881366	7688889	
Time-multiplexed multi-program encryption system	11094865	7590237	
(Prov. Pat. App.)	60464376		
Wideband multi-channel quadrature amplitude modulation of cable television signals	11124560	7068730	
(Prov. Pat. App.)	60464447		
Method and apparatus for time-multiplexed processing of multiple digital video programs	10723253	7046677	
(Prov. Pat. App.)	60429819		

Description	Application Number	Registration Number	Notes on Ownership
Advanced, adaptive video multiplexer system	11123559	6996129	
High-density quality-adaptive multi-rate transcoder systems and methods	13711758		
Targeted high-value content in http streaming video on demand	13826421		
Instantaneous decoder refresh frame aligned multi-bitrate transcoder output	13209490		
Full spectrum modulator for digital television signals	13164029		
Managed multiplexing of video in an adaptive bit rate Environment	12949957		
Delivery of pre-statistically multiplexed streams in a vod system	12814843		
(Prov. Pat. App.)	61269495		

Description	Application Number	Registration Number	Notes on Ownership
Two-stage digital program insertion system	12384278		
Preconditioning ad content for digital program insertion	12487130		
(Prov. Pat. App.)	61133614		
Advanced, self-balancing video multiplexer system	12319629		
SDRAM convolutional interleaver with two paths	11787228		
Method and apparatus for modifying a data rate of a video signal	11881209		
Bandwidth based licensing scheme for video, audio and/or multimedia content	11901205		
(Prov. Pat. App.)	60845798		

Description	Application Number	Registration Number	Notes on Ownership
Methods and apparatus for rate estimation and predictive rate control	11801844		
(Prov. Pat. App.)	60846149		
Methods, apparatus, and systems for managing the insertion of overlay content into a video signal	11881208		
Methods, apparatus, and systems for insertion of overlay content into a video signal with transrating capabilities	11881366		
Method and apparatus for time-multiplexed processing of multiple digital video programs	11388833		
Sdram convolutional interleaver with two paths	PCT US2007023002		
Bandwidth based licensing scheme for video, audio and/or multimedia content	PCT US2007020127		
Methods and apparatus for rate estimation and predictive rate control	PCT US2007019961		

Description	Application Number	Registration Number	Notes on Ownership
Method and apparatus for modifying a data rate of a video signal	PCT US2007019865		
Methods, apparatus, and systems for insertion of overlay content into a video signal with Transrating capabilities	PCT US2007019834		
System, method and apparatus for wireless delivery of content between a generalized content source and a generalized content sink	PCT US2006008884		
Advanced, adaptive video multiplexer system	PCT US2004028093		
Advanced, self-balancing video multiplexer system	PCT US2004028031		
Video multiplexer system providing low-latency vcr-like effects and program changes	PCT US2004028155		
Wideband Multi-Channel Quadrature Amplitude Modulation Of Cable Television Signals	PCT US2004012488		
Time-multiplexed multi-program encryption system	PCT US2004012485		

Description	Application Number	Registration Number	Notes on Ownership
Cost-effective multi-channel quadrature amplitude modulation	PCT US2004006064		
System and method for managing content	11936548	7818355	
Apparatus and method for dynamic channel mapping and optimized scheduling of data packets	10723583		
Cost-effective multi-channel quadrature amplitude modulation	11096647		
System and method for routing content	11328587		
System and Method for Identifying Content	11688936		
System and method for delivering content	12208122		
System and method for progressive delivery of media content	12578773		

Description	Application Number	Registration Number	Notes on Ownership
System and method for splicing media files	12690166		

EXHIBIT C

Trademarks

Description	Serial Number	Registration Number	Notes on Ownership
VMG	77884223	3888865	
RGB NETWORKS	77630201	3861498	
RIPCODE	77020133	3499527	

EXHIBIT D

Mask Works

Description	Application	Registration	Notes on Ownership