

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318644

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HaiVision Network Video, Inc.		09/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3545969	VIDEO FURNACE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	2023704750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Brandie Sullivan		
Address Line 1:	1025 Vermont Av. NW Suite 1130		
Address Line 2:	National Corporate Reserach, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F151957		
NAME OF SUBMITTER:	Monica C. Courtade		
SIGNATURE:	/Monica C. Courtade/		
DATE SIGNED:	10/01/2014		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of the 30th day of September, 2014, by and between SILICON VALLEY BANK ("Bank") and HAIVISION SYSTEMS INC. / SYSTÈMES HAIVISION INC., a corporation organized under the laws of Canada, and HAIVISION NETWORK VIDEO INC., a Delaware corporation (formerly known as Video Furnace, Inc.) (each and together, jointly and severally, "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 Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank to secure Bank services and other obligations outside of the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest and movable hypothec without delivery 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 to Bank to secure Bank services and other obligations outside of the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest and Hypothec. To secure its obligations to Bank to secure Bank services and other obligations outside of the Loan Agreement, Grantor: (i) grants and pledges to Bank a security interest and (ii) grants a hypothec without delivery to and in favor of the Bank for the amount of Eighteen Million Canadian Dollars (Cdn\$18,000,000) plus interest thereon at the rate of 25% per annum, plus an additional hypothec equal to 20% thereof, 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 of 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 Canadian Intellectual Property Office, 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, which is 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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction). Notwithstanding the foregoing, this Agreement shall be governed by the laws of the Province of Quebec and the laws of Canada applicable therein, to the extent that the hypothecation granted hereunder is governed by such laws pursuant to the laws of the Province of Quebec (including the conflict of laws provisions thereof).

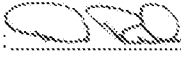
7. Language. The parties acknowledge that they have required that this Agreement and all related documents be prepared in English. Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

[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.

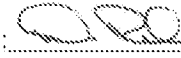
GRANTOR:

HAIVISION SYSTEMS INC. / SYSTÉMES
HAIVISION INC.

By: 

Title: Chief Financial Officer

HAIVISION NETWORK VIDEO INC.

By: 

Title: Chief Financial Officer

EXHIBIT A

Copyrights

Haivision Systems Inc. asserts copyright protection on all (i) product datasheets, case studies, application notes and presentations; (ii) product manuals; and (iii) product user interfaces.

EXHIBIT B
Patents

I. HAIVISION SYSTEMS INC.

Country	Description	Patent No.	Filing Date	Issue Date
US	Method, Apparatus and Systems for Transporting Multimedia Conference Data Stream	5,844,600	09-15-1995	01-12-1998
US	Asynchronous Transfer Mode (ATM) Multicasting Tree Switching	5,930,238	01-10-1997	07-27-1999
US	Multimedia Multipoint Telecommunications Reservation Systems	5,680,392	01-16-1997	10-21-1997
US	Circuit Set-up and Cashing for Multimedia Multipoint Servicers and al.	5,943,321	08-20-1997	08-24-1999
US	Multimedia Multipoint Telecommunications Reservations Acceptance Systems and Controllers	5,933,417	06-16-1997	03-08-1999
US	Audio Automatic Gain Control Systems & al.	5,983,183	07-07-1997	09-11-1999
CA	Method, Apparatus and Systems for Transporting Multimedia Conference Data Stream	2,231,780	09-12-1996	12-19-2006
CA	Multimedia Multipoint Telecommunications Reservation Systems	2,195,276	01-16-1997	08-21-2007
CA	Circuit Set-up and Cashing for Multimedia Multipoint Servicers and al.	2,300,214	08-20-1998	08-02-2005
CA	Multimedia Multipoint Telecommunications Reservations Acceptance Systems and Controllers	2,293,255	06-03-1998	12-07-2004
CA	Method and System for the Establishment of Complex Networks Telepresence Conference	2,644,813	11-25-2008	
CA	Asynchronous Transfer Mode (ATM) Multicast Tree Delivery Switching	2,295,794	06-24-1998	03-20-2012

II. HAIVISION NETWORK VIDEO INC.

US	Digital Content Delivery and Viewing System and Method	7,734,684	09-26-2002	06-08-2010
US	Digital Content Delivery and Viewing System and Method	7,945,616	10-29-2009	05-17-2011
CA	Digital Content Delivery and Viewing System and Method	2,639,010	09-06-2003	12-21-2011
CA	Digital Content Delivery and Viewing System and Method	2,500,297	09/26/2003	03-20-2012

EXHIBIT C

Trademarks

I. HAIVISION SYSTEMS INC.

Nil.

II. HAIVISION NETWORK VIDEO INC.

Application No.	Registration No.	Owner of Record	Mark	Status
77310046	3545969	HaiVision Network Video, Inc.	Video Furnace	Live

EXHIBIT D

Mask Works

I. HAIVISION SYSTEMS INC.

Nil.

II. HAIVISION NETWORK VIDEO INC.

Nil.