

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM329132

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TELESTREAM, INC.		01/15/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 TASMAN DRIVE		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3751641	WIRECAST	
<b>Registration Number:</b>	3786947	SCREENFLOW	
<b>Registration Number:</b>	3668061	SPLIT-AND-STITCH	
<b>Registration Number:</b>	3490950	TELESTREAM	
<b>Registration Number:</b>	3470119	METAFLIP	
<b>Registration Number:</b>	3330213	EPISODE	
<b>Registration Number:</b>	3307884	GRAPHICSFACTORY	
<b>Registration Number:</b>	3122483	FLIP4MAC	
<b>Registration Number:</b>	2620993	FLIPFACTORY	
<b>Registration Number:</b>	3845793	VANTAGE	
<b>Registration Number:</b>	4251537	FLIP PLAYER	
<b>Registration Number:</b>	4355348	LIGHTSPEED	
<b>Registration Number:</b>	1904157	CAPTIONMAKER	
<b>Registration Number:</b>	4642271	SWITCH	
<b>Registration Number:</b>	1925278	CPC	
<b>Registration Number:</b>	1914596	SMARTPROMPTER	
<b>Serial Number:</b>	86299919	TELESTREAM	
<b>Serial Number:</b>	86299913	TELESTREAM	
<b>Serial Number:</b>	86260695	MACCAPTION	

OP \$515.00 3751641

Property Type	Number	Word Mark
Serial Number:	86260816	E-CAPTIONING

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512

*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.*

**Phone:** 202-370-4750

**Email:** ipteam@nationalcorp.com

**Correspondent Name:** Brandie Sullivan

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** National Corporate Research, Ltd.

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F153481
<b>NAME OF SUBMITTER:</b>	Monica Courtade
<b>SIGNATURE:</b>	/Monica Courtade/
<b>DATE SIGNED:</b>	01/15/2015

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "*Agreement*"), dated as of January 15, 2015, is entered into by and between **TELESTREAM, INC.**, a Delaware corporation ("*Grantor*") and **SILICON VALLEY BANK**, as Administrative Agent (the "*Agent*") pursuant to that certain Guarantee and Collateral Agreement, dated as of the date hereof, among the Agent, 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 the date hereof, among Thunder Holdco, Inc., the other Grantors party thereto, the Lenders from time to time party thereto, the Arranger Agent, and the Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "*Credit Agreement*").

Capitalized terms used but 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 the Agent for the ratable benefit of the Secured Parties a Lien and security interest in certain Collateral, including the Trademarks 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 Agent 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 Lien and security interest granted by Grantor to the Agent pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a Lien and security interest in all of Grantor's rights, titles and interests in, to and under the Trademarks and all Proceeds, Supporting Obligations and products of such 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 all Secured Obligations. For the purposes of this Agreement, "Trademarks" means all of the following 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 United States 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, and (ii) the right to obtain all renewals thereof; provided that, no Lien or security interest shall be granted in, and the term "Trademarks" shall not include, Excluded Assets.

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

(c) The Lien and security interest granted hereby is granted concurrently and in conjunction with the Lien and security interest granted to the Agent for the ratable benefit of the Secured Parties 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.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Agent, upon notice to 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 any additional agreement or amendment hereto as may be reasonably required by the Agent from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the Lien, security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

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

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

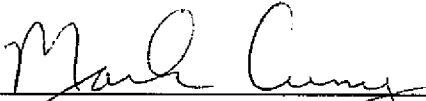
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

Address of Grantor:

848 Gold Flat Road  
Nevada City, CA 95959

GRANTOR:

**TELESTREAM, INC.,**  
as Grantor

By:   
Name: Mark Cuny  
Title: Chief Financial Officer and Treasurer

Address of the Agent

3003 Tasman Drive  
Santa Clara, California 95054

AGENT:

**SILICON VALLEY BANK,**  
as the Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Address of Grantor:

848 Gold Flat Road  
Nevada City, CA 95959

GRANTOR:

**TELESTREAM, INC.,**  
as Grantor

By: \_\_\_\_\_

Name: \_\_\_\_\_

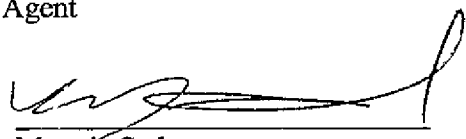
Title: \_\_\_\_\_

Address of the Agent

3003 Tasman Drive  
Santa Clara, California 95054

AGENT:

**SILICON VALLEY BANK,**  
as the Agent

By:  \_\_\_\_\_

Name: Mounir Gad

Title: Vice President

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Registrant	Trademark	Registration No.	Registration Date
Telestream, Inc.	Wirecast	3,751,641	2/23/2010
Telestream, Inc.	Screenflow	3,786,947	5/11/2010
Telestream, Inc.	Split-and-Switch	3,668,061	8/18/2009
Telestream, Inc.	Telestream (Word & Old Design)	3,490,950	8/26/2008; renewed 2/19/2014
Telestream, Inc.	MetaFlip	3,470,119	7/22/2008; renewed 7/9/2014
Telestream, Inc.	Episode	3,330,213	11/6/2001; renewed 10/29/2013
Telestream, Inc.	GraphicsFactory	3,307,884	10/9/2007; renewed 9/13/2013
Telestream, Inc.	Flip4Mac	3,122,483	8/1/2006; renewed 9/13/2012
Telestream, Inc.	FlipFactory	2,620,993	9/17/2002; renewed 12/21/2011
Telestream, Inc.	Vantage	3,845,793	9/7/2010
Telestream, Inc.	Flip Player	4,251,537	11/27/2012
Telestream, Inc.	Lightspeed	4,355,348	6/8/2013
Telestream, Inc.	CaptionMaker	1,904,157	7/11/1995; renewed 9/20/2005
Telestream, Inc.	Switch	4,642,271	11/18/14
Telestream, Inc.	CPC (stylized)	1,925,278	10/10/95
Telestream, Inc.	SMARTPROMPTER	1,914,596	8/29/95

Applications for Registration of Trademarks

Registrant	Trademark	Application No.	Application Date
Telestream, Inc.	Telestream (New Design)	86299919	6/4/2014
Telestream, Inc.	Telestream (Word only)	86299913	6/4/2014
Telestream, Inc.	MacCaption	86260695	4/23/2014
Telestream, Inc.	e-Captioning	86260816	4/23/2014