

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329642

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Telestream, Inc.		01/15/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3751641	WIRECAST	
Registration Number:	3786947	SCREENFLOW	
Registration Number:	3668061	SPLIT-AND-STITCH	
Registration Number:	3490950	TELESTREAM	
Registration Number:	3470119	METAFLIP	
Registration Number:	3330213	EPISODE	
Registration Number:	3307884	GRAPHICSFACTORY	
Registration Number:	3122483	FLIP4MAC	
Registration Number:	2620993	FLIPFACTORY	
Registration Number:	3845793	VANTAGE	
Registration Number:	4251537	FLIP PLAYER	
Registration Number:	4355348	LIGHTSPEED	
Registration Number:	1904157	CAPTIONMAKER	
Registration Number:	4642271	SWITCH	
Registration Number:	1925278	CPC	
Registration Number:	1914596	SMARTPROMPTER	
Serial Number:	86299919	TELESTREAM	
Serial Number:	86299913	TELESTREAM	
Serial Number:	86260695	MACCAPTION	

OP \$515.00 3751641

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

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 6179517000

Email: mdipalma@ropesgray.com

Correspondent Name: Ropes & Gray LLP

Address Line 1: Prudential Tower 800 Boylston Street

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	109251-0019-003
NAME OF SUBMITTER:	Mary Jane DiPalma
SIGNATURE:	/ Mary Jane DiPalma /
DATE SIGNED:	01/21/2015

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]

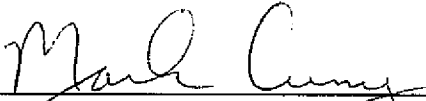
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

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