

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336408

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dvtel, Inc.		03/26/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Seacoast Capital Partners III, L.P.		
Street Address:	One Bush Street		
Internal Address:	Suite 650		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94101		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86402603	4K CERTIFIED SOLUTIONS	
Serial Number:	77850883	DVTEL	
Serial Number:	86402574	DVTEL 4K CERTIFIED SOLUTIONS	
Serial Number:	86163870	DVTEL CLOUD SERVICES	
Serial Number:	86156142	DVTEL ON CLOUD	
Serial Number:	78581457	IOIMAGE	
Serial Number:	85544335	TRUWITNESS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-258-4656		
Email:	rfloren@schiffhardin.com		
Correspondent Name:	Rebecca Floren		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 6600		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	46654-0084		
NAME OF SUBMITTER:	Rebecca Floren		

OP \$190.00 86402603

SIGNATURE:	/Rebecca Floren/
DATE SIGNED:	03/27/2015
Total Attachments: 8 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif source=IP Security Agreement#page8.tif	

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IS SUBJECT TO THE PROVISIONS OF THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF MARCH 26, 2015 AMONG SEACOAST CAPITAL PARTNERS III, L.P. AND SQUARE 1 BANK, AS THE SAME MAY BE AMENDED, MODIFIED, RESTATED OR SUPPLEMENTED FROM TIME TO TIME (THE “INTERCREDITOR AGREEMENT”), TO THE EXTENT, AND IN THE MANNER PROVIDED IN THE INTERCREDITOR AGREEMENT. EACH HOLDER AGREES (1) TO BE BOUND BY THE TERMS OF THE INTERCREDITOR AGREEMENT, AND (2) THAT IF ANY CONFLICT EXISTS BETWEEN THE TERMS OF THIS SECURITY AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION WITH THE DELIVERY OF THIS SECURITY AGREEMENT AND THE TERMS OF THE INTERCREDITOR AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND BE CONTROLLING

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 26, 2015 by and between **SEACOAST CAPITAL PARTNERS III, L.P.** (“**Purchaser**”) and **DVTEL, INC.**, a Delaware corporation (“**Issuer**”).

RECITALS

A. Purchaser has agreed to make certain advances of money and to extend certain financial accommodation to Issuer (the “**Notes**”) in the amounts and manner set forth in that certain Note Purchase Agreement by and between Issuer and Purchaser dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Note Purchase Agreement**”; capitalized terms used herein are used as defined in the Note Purchase Agreement).

B. Extension of credit by the Issuer pursuant to the Note Purchase Agreement is subject to the condition, among others, that Issuer shall grant to Purchaser a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Issuer under the Note Purchase Agreement.

C. Pursuant to the terms of the Security Agreement, Issuer has granted to Purchaser a security interest in all of Issuer’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral subordinated to the extent set forth in the legend at the top of this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, to secure the performance of its Obligations Issuer hereby agrees as follows:

AGREEMENT

To secure the performance of all of its Obligations, Issuer grants to Purchaser a security interest in all of Issuer’s right, title and interest in, to and under its Intellectual Property

(including without limitation those registered Copyrights, Patents and Trademarks 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 (collectively, “**Intellectual Property Collateral**”) subordinated to the extent set forth in the legend at the top of this Agreement.

This security interest is granted in conjunction with the security interest granted to Purchaser under the Security Agreement. The rights and remedies of Purchaser with respect to the security interest granted hereby are in addition to those set forth in the Note Purchase Agreement and the other Note Documents, and those which are now or hereafter available to Purchaser as a matter of law or equity. Each right, power and remedy of Purchaser provided for herein or in the Note Purchase Agreement or any of the Note 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 Purchaser of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Note Purchase Agreement or any of the other Note Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Purchaser, of any or all other rights, powers or remedies.

Issuer represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights owned by Issuer which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. This Intellectual Property Security Agreement, the Note Purchase Agreement and the other Note Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Intellectual Property Security Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the parties hereto shall be governed by and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

This Intellectual Property Security Agreement may not be modified or amended, nor may any rights hereunder be waived, except in writing signed by the parties hereto.

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.

Issuer:

DVTEL, INC.

By
Name Yoav Stern
Title CEO

Address of Issuer:

65 Challenger Rd.
Ridgefield Park, New Jersey 07660

Purchaser:

Seacoast Capital Partners III, L.P.

By: Seacoast III Advisors, LLC,
its general partner

By
Name
Title

Address of Purchaser:

One Bush Street, Suite 650
San Francisco, CA 94101

[Signature Page—Intellectual Property Security Agreement (Parent)]

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.

Issuer:

DVTEL, INC.

By _____
Name _____
Title _____

Address of Issuer:

65 Challenger Rd.
Ridgefield Park, New Jersey 07660

Purchaser:

Seacoast Capital Partners III, L.P.

By: Seacoast III Advisors, LLC,
its general partner

By _____
Name _____
Title _____

Address of Purchaser:

One Bush Street, Suite 650
San Francisco, CA 94101

[Signature Page—Intellectual Property Security Agreement (Parent)]

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None.		

EXHIBIT B
US PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
Method For Estimating The Pose Of A PTZ Camera	8,391,542	03/05/13
System and Method for Using Pattern Matching to Determine the Presence of Designated Objects in Digital Images	13/532,817	06/26/12
Box-to-Box Camera Configuration/Reconfiguration	13/265,089	06/05/12

EXHIBIT C
TRADEMARKS

[See Attached].

DVTEL Trademark Status - February 2015

Mark	Serial/Class ID	Class	App. No.	App. Date	Reg. No.	Filg. Date	Country	Status	Applicant/Owner
4K CERTIFIED SOLUTIONS (stylized)	T-8638-US		86402603	22-Sep-14			United States	Application pending. Deadline date in which to file priority applications in other countries is: 22-Mar-2015	DVTEL, Inc.
DVTEL	T-4806-US2	9	77850883	16-Oct-09:3882275		30-Nov-10	United States	Registered. Deadline to file 6th Year Affidavit of Use, and if applicable Declaration of Incontestability is: 30-Nov-2016	DVTEL, Inc.
DVTEL 4K CERTIFIED SOLUTIONS	T-8637-US		86402574	22-Sep-14			United States	Application pending. Deadline date in which to file priority applications in other countries is: 22-Mar-2015	DVTEL, Inc.
DVTEL Cloud Services	T-8340-US		86163870	13-Jan-14			United States	Application pending. Awaiting receipt of Notice of Allowance.	DVTEL, Inc.
DVTEL ON CLOUD	T-8315-US	42	86156142	02-Jan-14			United States	Application pending. Awaiting receipt of Notice of Allowance.	DVTEL, INC.
IOI & DEVICE (IN COLORS)	T-5914-09-EU	09	006528301	05-Dec-07:006528301		18-Dec-08	European Union	Registered. Deadline for renewal is: 05-Dec-2017	IOIMAGE LTD.
IOI & DEVICE (IN COLORS)	T-5914-09-IL	09	200984	06-Jun-07:200984		25-Jan-09	Israel	Registered. Deadline for renewal is: 06-Jun-2017	IOIMAGE LTD.
IOIMAGE	T-5915-09-CN	09	6148767	05-Jul-07:6148767		21-Jun-10	China	Registered. Deadline for renewal is: 20-Jun-2020	IOIMAGE LTD.
IOIMAGE	T-5915-09-EU	09	004316048	01-Mar-05:004316048		24-Mar-06	European Union	Registered. Deadline for renewal is: 01-Mar-2015	IOIMAGE LTD.
IOIMAGE	T-5915-09-IL	09	177828	23-Jan-05:177828		10-Dec-06	Israel	Registered. Deadline for renewal is: 23-Jan-2015	IOIMAGE LTD.
IOIMAGE	T-5915-09-IN	09	1567678	12-Jun-07:1567678		12-Mar-12	India	Registered. Absolute deadline for renewal (with payment of late fee) is: 12-Dec-2017	IOIMAGE LTD.
IOIMAGE	T-5915-09-US	09	78581457	07-Mar-05:3182842		12-Dec-06	United States	Registered. Deadline for renewal is: 12-Dec-2016	DVTEL, Inc.
IOIMAGE (IN CHINESE CHARACTERS)	T-5916-09-CN	09	6148768	05-Jul-07:6148768		14-Mar-10	China	Registered. Deadline for renewal is: 13-Mar-2020	IOIMAGE LTD.
STEADYVIEW	T-5917-09-IL	09	138678	06-Jun-00:138678		04-Sep-01	Israel	Registered. Deadline for renewal is: 06-Jun-2021	IOIMAGE LTD.
TOTAL TRACK	T-5918-09-EU	09	001730670	29-Jun-00:001730670		12-Apr-02	European Union	Registered. Deadline for renewal is: 29-Jun-2020	IOIMAGE LTD.
TOTAL TRACK	T-5918-09-IL	09	138679	06-Jun-00:138679		04-Sep-01		Registered. Deadline for renewal is: 6-Jun-2021	IOIMAGE LTD.
TRUWITNESS	T-7303-US	9	85544335	16-Feb-12:4335990		14-May-13	United States	Registered. Deadline to file 6th Year Affidavit of Use, and if applicable Declaration of Incontestability is: 14-May-2019	DVTEL, Inc.