TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341413

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PIXIA CORP.		11/27/2012	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: 7

Property Type	Number	Word Mark
Serial Number:	86240297	HIPER CLOUDFS
Serial Number:	86240269	HIPER CUBE
Serial Number:	86011748	AGILEPED
Serial Number:	86501606	INSITE
Serial Number:	86444468	KIOSK
Serial Number:	86318382	IPX
Serial Number:	86318365	HIPER LOOK IPX

OP $190.00 86240297

CORRESPONDENCE DATA

Fax Number:

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:	4156039916
Email:	mlablanc@vlplawgroup.com
Correspondent Name:	Michael LaBlanc
Address Line 1:	655 W Irving Park Road
Address Line 4:	Chicago, ILLINOIS 60613

ATTORNEY DOCKET NUMBER:	SVB - PIXIA
NAME OF SUBMITTER:	Michael LaBlanc
SIGNATURE:	/Michael LaBlanc/

DATE SIGNED:	05/14/2015

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of November 27__, 2012 by and between SILICON VALLEY BANK ("Bank") and PIXIA CORP. ("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 the Effective Date (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 under the Loan Agreement.

B.   Pursuant to the terms of the Loan Agreement, 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

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

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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.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

PIXIA CORP.

11951 Freedom Drive, Suite 1800
Reston, VA 20190
Attn:

By: _____

Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

275 Grove Street, Suite 2-200
Newton, MA 02466
Attn: Christine Egitto

By: _____

Title: _____

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EXHIBIT A

COPYRIGHTS

Description	Registration/ Application Number	Registration/ Application Date

NONE

EXHIBIT B

PATENTS

Description	Registration/ Application Number	Registration/ Application Date
IMAGE DISPLAY SYSTEM	10243794	09/14/2002
	20030034936	02/20/2003
	7119811	10/10/2006
DATA STORAGE AND RETRIEVAL SYSTEM AND METHOD	10263930	09/13/2002
	20030067420	04/10/2003
	6912695	06/28/2005
HIGH RESOLUTION DISPLAY OF LARGE ELECTRONICALLY STORED OR COMMUNICATED IMAGES WITH REAL TIME ROAMING	10243273	09/13/2002
	20030063127	04/03/2003
	7840908	11/23/2010
IMAGE DISPLAY SYSTEM	11123146	05/06/2005
	20050210405	09/22/2005
	7607106	10/20/2009
LARGE FORMAT VIDEO ARCHIVAL, STORAGE, AND RETRIEVAL SYSTEM AND METHOD	12237870	09/25/2008
	20100073371	03/25/2010
	8290346	10/16/2012
LARGE FORMAT VIDEO ARCHIVAL, STORAGE, AND RETRIEVAL SYSTEM AND METHOD	13621442	09/17/2012
IMAGE DISPLAY SYSTEM	12568250	09/28/2009
	20100111411	05/06/2010
	8341548	12/25/2012
METHOD AND SYSTEM FOR CONVERTING AN IMAGE	12784663	05/21/2010
	20110229040	09/22/2011
	8411970	04/02/2013
METHOD OF CREATING A CONTAINER FILE FOR LARGE FORMAT IMAGERY AND ORGANIZING DATA WITHIN THE CONTAINER FILE	13233647	09/15/2011
	8532397	09/10/2013
METHOD OF PROCESSING A VIEWPORT WITHIN LARGE FORMAT IMAGERY	13233682	09/15/2011
	8532383	09/10/2013
METHOD OF MAKING A VIDEO STREAM FROM A PLURALITY OF VIEWPORTS WITHIN LARGE FORMAT IMAGERY	13233706	09/15/2011
	8949913	02/03/2015
METHOD AND SYSTEM FOR ENCODING AND DECODING MULTIPLE WIDE-AREA SURVEILLANCE AREA-OF-INTEREST VIDEO CODESTREAMS	13232565	09/15/2011
	20120206837	09/16/2012
IMAGE DISPLAY SYSTEM	13515998	12/09/2011
	20120081379	04/05/2012
METHOD FOR STORING AND RETRIEVING ORTHO-RECTIFIED WAMI FRAMES AS OBJECTS ON AN OBJECT STORAGE DEVICE	61692498	08/23/2012
IMAGE DISPLAY SYSTEM	PCT/US2003/030639	09/30/2003
IMAGE DISPLAY SYSTEM	PCT/US2002/029210	09/19/2002
METHOD AND SYSTEM FOR STORING AND RETRIEVING WIDE-AREA MOTION IMAGERY FRAMES AS OBJECTS ON AN OBJECT STORAGE DEVICE	20140055478	02/27/2014
	13774290	02/22/2013

CONTAINER FILE FOR LARGE FORMAT IMAGERY AND METHOD OF CREATING THE CONTAINER FILE AND ORGANIZING DATA WITHIN THE CONTAINER FILE	20130330020 13963727 8768106	12/12/2013 08/09/2013 07/01/2014
METHOD OF INSERTING AN IMAGE INTO A CONTAINER FILE	20130325911 13963908 8885940	12/05/2013 08/09/2013 11/11/2014
METHOD OF PROCESSING A VIEWPORT WITHIN LARGE FORMAT IMAGERY	20130322756 13963449 8755609	12/05/2013 08/09/2013 06/17/2014
METHOD AND SYSTEM FOR STORING STATISTICAL DATA OF AN IMAGE	20130170750 13779251	07/04/2013 02/27/2013
IMAGE DISPLAY SYSTEM	20130076779 13683767	03/28/2013 11/21/2012
LARGE FORMAT VIDEO ARCHIVAL, STORAGE, AND RETRIEVAL SYSTEM	20130028577 13621422 8644690	01/31/2013 09/17/2012 02/04/2014
IMAGE DISPLAY SYSTEM	20120081379 13315998 8984438	04/05/2012 12/09/2011 03/17/2015
METHOD AND SYSTEM OF RETRIEVING DATA IN A DATA FILE	20140156802 13779275	06/05/2014 02/27/2013
METHOD AND SYSTEM OF REQUESTING INFORMATION FROM A SERVER COMPUTER	20140156729 13779303	06/05/2014 02/27/2013
METHOD AND SYSTEM OF STORING DATA FILES	20140156616 13779390	06/05/2014 02/27/2013
METHOD AND SYSTEM FOR PROVIDING A FEDERATED WIDE AREA MOTION IMAGERY COLLECTION SERVICE	20140164426 13791822	06/12/2014 03/08/2013
METHOD AND SYSTEM FOR ACCESSING DATA BY A CLIENT FROM A SERVER	20140280465 13797997	09/18/2014 03/12/2013
METHOD OF PROCESSING A VIEWPORT WITHIN LARGE FORMAT IMAGERY	20140240345 14273096	08/28/2014 05/08/2014
CONTAINER FILE FOR LARGE FORMAT IMAGERY AND METHOD OF CREATING THE CONTAINER FILE AND ORGANIZING DATA WITHIN THE CONTAINER FILE	20140254954 14279702	09/11/2014 05/16/2014
METHOD OF CREATING OR UPDATING A CONTAINER FILE FOR STORING IMAGE FILES	20140248002 14279785	09/04/2014 05/16/2014
METHOD OF INSERTING AN IMAGE INTO A CONTAINER FILE	20150023612 14509547	01/22/2015 10/08/2014

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EXHIBIT C

TRADEMARKS

Description		Registration/ Application Number	Registration/ Application Date
PIXIA		*77237418* *3491406*	*07/24/2007* *08/26/2008*
HiPER WATCH		*85269341* *4158801*	*03/17/2011* *06/12/2012*
HiPER STARE		*85269326* *4041681*	*03/17/2011* *10/18/2011*
HiPER LOOK		*85269333* *4041682*	*03/17/2011* *10/18/2011*
HiPER CLOUDFS	*DEAD MARK*	*85465633*	*11/07/2011*
HIPER CLOUDFS		86240297	04/02/2014
HIPER CUBE		86240269	04/02/2014
AGILEPED		86011748	01/07/2014
INSITE		86501606	01/13/2015
KIOSK		86444468	11/04/2014
IPX		86318382	06/24/2014
HIPER LOOK IPX		86318365	06/24/2014

EXHIBIT D

MASK WORKS

Description	Registration/ Application Number	Registration/ Application Date

NONE

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