

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Qumu Corporation		07/01/2014	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Rimage Corporation		
Street Address:	5801 Clearwater Drive		
City:	Minnetonka		
State/Country:	MINNESOTA		
Postal Code:	55343		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4004864	EVEREST	
Registration Number:	3935995	EVIDENCE DISC SYSTEM	
Registration Number:	2546159	RIMAGE	
Registration Number:	4218533	RIMAGE	
CORRESPONDENCE DATA			
Fax Number:	6128775999		
<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:	612-877-5443		
Email:	ipmsd@lawmoss.com		
Correspondent Name:	Marsha Stolt, Esq. MOSS & BARNETT, P.A.		
Address Line 1:	150 South Fifth Street		
Address Line 2:	Suite 1200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	54853.019001		
NAME OF SUBMITTER:	Marsha Stolt, Esq.		
SIGNATURE:	/MS/		
DATE SIGNED:	07/15/2015		
Total Attachments: 5			

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EXECUTION VERSION

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of July 1, 2014, by Qumu Corporation, a Minnesota corporation 7725 Washington Avenue South, Minneapolis, Minnesota 55439 ("Assignor") and Rimage Corporation, a Minnesota corporation formerly known as Redwood Acquisition, Inc. having an office at 5801 Clearwater Drive, Minnetonka, Minnesota 55343 ("Assignee"). Capitalized terms used but not defined herein have the meanings given in the Purchase Agreement (as defined below).

BACKGROUND

WHEREAS, Assignor has entered into an Asset Purchase Agreement dated April 24, 2014 (the "Purchase Agreement"), with "Assignee", and Equus Holdings, Inc., a Minnesota corporation, pursuant to which Assignor agreed to transfer certain intellectual property associated with the Business, including but not limited to the patents and trademarks set forth on Exhibit A, the goodwill associated therewith, and rights thereunder, remedies against infringements thereof and rights to protection of interests therein under the laws of all jurisdictions (collectively, the "Intellectual Property"); and

WHEREAS, Assignor desires to transfer and assign its rights in the Intellectual Property to Assignee pursuant to the terms of the Purchase Agreement, and Assignee desires to accept such transfer and assignment.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment. Subject to the terms and conditions of the Purchase Agreement and effective as of the Closing Date, Assignor hereby sells, conveys, assigns, transfers, and delivers to Assignee, and its successors and assigns, all of Assignor's right, title, and interest in and to the Intellectual Property, including goodwill associated therewith.

2. Further Action. Upon Assignee's request, Assignor will promptly take all such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Intellectual Property. Without limiting the foregoing, Assignor agrees to assist Assignee in the prosecution before relevant patent and trademark offices and in the courts of relevant jurisdictions of any matters relating to the Intellectual Property and other applications for Letters Patent, including renewals, continuations, divisions, reissues, and substitutions, that Assignee elects to make covering the Intellectual Property.

3. No Detrimental Action. Assignor will not engage in any action detrimental to the validity of the Intellectual Property after the execution of this Assignment.

4. Severability. In case any one or more of the provisions contained in this Assignment will be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Assignment, but this Assignment will be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein.

5. No Waiver. No delay, failure or waiver by either party to exercise any right or remedy under this Assignment, and no partial or single exercise, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

6. Purchase Agreement. This Assignment is subject to the terms and conditions of the Purchase Agreement and all of the representations, warranties, covenants, agreements, limitations and restrictions contained therein, all of which will survive the execution and delivery of this Assignment as and to the extent provided in the Purchase Agreement.

7. Entire Agreement. This Assignment, including the exhibits hereto which are incorporated herein by reference, serves to document formally the entire understanding between the parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written), relating generally to the same subject matter, with the exception of the representations, warranties, covenants, agreements, limitations and restrictions contained in the Purchase Agreement and the Bill of Sale. No amendment or modification of any provision of this Assignment will be effective unless in writing and signed by a duly authorized signatory of the party against which enforcement of the amendment or modification is sought.

8. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict provision or rule (whether of such State or any other jurisdiction) that would cause the laws of any other jurisdiction to be applied.

* * * * *

IN WITNESS WHEREOF, this Assignment has been duly executed as of the date first written above.

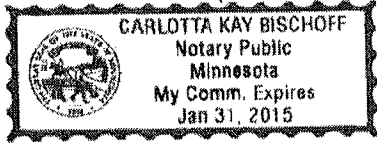
ASSIGNOR:

QUMU CORPORATION

By: [Signature]
Name: JAMES STEWART
Title: CHIEF FINANCIAL OFFICER

Subscribed and sworn to before me
this _____ day of _____, 2014.

[Signature]
Notary Public



ASSIGNEE:

RIMAGE CORPORATION

By: _____
Name: _____
Title: _____

Subscribed and sworn to before me
this _____ day of _____, 2014.

Notary Public

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, this Assignment has been duly executed as of the date first written above.

ASSIGNOR:

QUMU CORPORATION

By: _____
Name: _____
Title: _____

Subscribed and sworn to before me
this _____ day of _____, 2014.

Notary Public

ASSIGNEE:

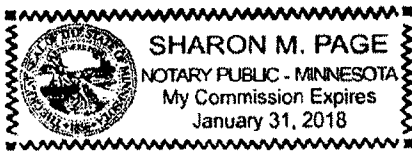
RIMAGE CORPORATION

By: Howard J. Gillo
Name: HOWARD J. GILLO
Title: CFO

Subscribed and sworn to before me
this 1st day of July, 2014.

Sharon M. Page

Notary Public



[Signature Page to Intellectual Property Assignment]

EXHIBIT A

Mark	Country	Appl. #	Filing Date	Reg. #	Reg. Date	Status
DISCFLOW	U.S.A.	77/469,468	5/8/2008	3,712,842	11/17/2009	Registered
EVEREST	U.S.A.	85/057,436	6/8/2010	4,004,864	8/2/2011	Registered
EVIDENCE DISC SYSTEM	U.S.A.	77/955,703	3/10/2010	3,935,995	3/22/2011	Registered
PERFECT IMAGE	U.S.A.	78/290,200	8/21/2003	2,871,798	8/10/2004	Registered
PRISMPLUS!	U.S.A.	85/273,369	3/22/2011	4,044,625	10/25/2011	Registered
RIMAGE	U.S.A.	76/038,437	5/2/2000	2,546,159	3/12/2002	Renewed
RIMAGE	U.S.A.	85/203,075	12/21/2010	4,218,533	10/2/2012	Registered