

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356400

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SYNACOR, INC.		09/25/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3357288	ZIMBRA	
Registration Number:	3680922	MEZEO	
Registration Number:	3680923	MEZEO SOFTWARE	
Serial Number:	86070339	ZIMBRA	
Serial Number:	86056062		
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	2023704750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F158485		
NAME OF SUBMITTER:	James Won		
SIGNATURE:	/James Won/		
DATE SIGNED:	09/25/2015		

OP \$140.00 3357288

Total Attachments: 5

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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of September 25, 2015, by and between SILICON VALLEY BANK, a California corporation with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank"), and SYNACOR, INC., a Delaware corporation with its principal office located at 40 La Riviere Drive, Suite 300, Buffalo, NY 14202 ("Grantor") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of September 27, 2013 (as amended, the "IP Agreement") in favor of Bank, pursuant to which the Grantor pledged, granted and assigned a security interest in favor of Bank in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor and Bank desire to amend such IP Agreement as stated herein.

NOW, THEREFORE, it is hereby agreed as follows:

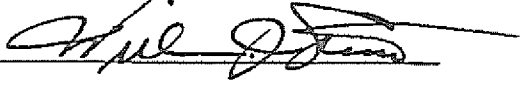
1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to Exhibits.
 - a. Exhibit B to the IP Agreement is hereby amended by adding the additional Patents set forth in Exhibit A hereto to appear therein.
 - b. Exhibit C to the IP Agreement is hereby amended by adding additional Trademarks set forth on Exhibit B hereto to appear therein.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
 - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
 - c. Grantor shall reimburse the Bank for the reasonable legal fees and expenses incurred in connection with the preparation of this Amendment.

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IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed as a sealed instrument as of the date first above written.

“Grantor”

SYNACOR, INC.

By: 

Name: William J. Stuart, Chief Financial Officer

“Bank”

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed as a sealed instrument as of the date first above written.

"Grantor"

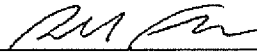
SYNACOR, INC.

By: _____

Name: William J. Stuart, Chief Financial Officer

"Bank"

SILICON VALLEY BANK

By: 

Name: Russell Follansbee

Title: Vice President

EXHIBIT A

Patents

Patent	Filing Date	Reg. Date	Serial Number / Patent Number
SERVER-SIDE RECYCLE BIN SYSTEM	08/25/2005	11/03/2009	RE40949
SERVER-SIDE RECYCLE BIN SYSTEM	05/21/2009	N/A	12/469,879
NATIVE FILE TO SHARED RESOURCE LOCATOR NAMING	07/09/2007	01/04/2011	7,865,504
FILE OPERATIONS WITH MULTIPLE LEVEL FILE LOCKING TECHNIQUES	12/11/2006	06/22/2010	7,743,039
FILE OPERATIONS WITH PERSISTENT FILE LOCKING TECHNIQUES	12/11/2006	02/16/2010	7,664,781
ELECTRONIC MESSAGING SYSTEM WITH INTELLIGENT POLLING	11/09/2005	06/17/2008	7,389,349
INSTANT MESSAGING SYSTEM	05/30/2007	N/A	11/755,490
VIRTUAL TAPE STORAGE SYSTEM AND METHOD	12/22/2000	07/15/2003	6,594,677
APPLICATION GENERATOR	05/17/2002	12/14/2004	6,832,366
SECURE BLOCK READ AND WRITE PROTOCOL FOR REMOTELY STORED FILES	02/25/2008	03/22/2011	7,912,986
SECURE BLOCK READ AND WRITE PROTOCOL FOR REMOTELY STORED FILES	02/04/2011	N/A	13/021,231

EXHIBIT B

Trademarks

Trademark	Filing Date	Reg. Date	Renewal Date	App./Reg. No.
Zimbra	07/13/2005	12/18/2007	12/18/2017	3,357,288
Mezeo	05/09/2008	09/08/2009	09/08/2015	3680922
Mezeo Software	05/09/2008	09/08/2009	09/08/2015	3680923
Zimbra	09/20/2013	N/A	N/A	86070339
Zimbra Design	09/04/2013	N/A	N/A	86056062

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