

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RMG ENTERPRISE SOLUTIONS, INC.		10/13/2015	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: 10			
Property Type	Number	Word Mark	
Registration Number:	2918295	SYMON	
Registration Number:	3094942	SYMON DESKVIEW	
Registration Number:	3486118	SYMON ENTERPRISE SERVER	
Registration Number:	3562656	SYMON INVIEW	
Registration Number:	3857841	INVIEW MOBILE	
Registration Number:	3926151	SYMON LOBBYVIEW	
Registration Number:	4482421	CHALKBOXTV	
Registration Number:	1886975	MESSAGE-LINK	
Registration Number:	4222205	RMG	
Registration Number:	2978732	NETLITE II	
CORRESPONDENCE DATA			
Fax Number:	2146616804		
<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:	214-953-6105		
Email:	dstolle@jw.com		
Correspondent Name:	David Stolle		
Address Line 1:	2323 Ross Avenue, Suite 600		
Address Line 4:	Dallas, TEXAS 75201		

CH \$265.00 2918295

ATTORNEY DOCKET NUMBER:	218803.471
NAME OF SUBMITTER:	David Stolle
SIGNATURE:	/David Stolle/
DATE SIGNED:	10/20/2015

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of October 13, 2015 by and between **SILICON VALLEY BANK** (“**Bank**”) and **RMG ENTERPRISE SOLUTIONS, INC.**, a Delaware corporation (“**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

1. Grant of Security Interest. 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 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. 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.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE TO FOLLOW]**

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.

GRANTOR:

RMG ENTERPRISE SOLUTIONS, INC.,
a Delaware corporation

By: *Jana Aylinger Bell*
Name: JANA AYLINGER BELL
Title: CFO



BANK:

SILICON VALLEY BANK

By: *Jennifer Bentley*
Name: Jennifer Bentley
Title: VP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Symon broadcast: V.8.1.SP2	TXu001312416	13-Apr-06
Symon community 2.8	TXu001312418	12-Apr-06
Symon Community: version 2.8e	TXu001295197	12-Apr-06
Symon design studio: V.8.1.SP2	TXu001312422	12-Apr-06
Symon deskview: V.8.1.SP2	TXu001312415	12-Apr-06
Symon digital appliance (SDA-500) v.2.13 ; SDA-500	TXu001307864	13-Apr-06
Symon enterprise broadcast: V 3.01a	TXu001312417	12-Apr-06
Symon enterprise edit: V3.01a	TXu001297589	12-Apr-06
Symon enterprise server admin package: V.8.1.SP2	TXu001312421	12-Apr-06
Symon enterprise server (SES) composer : Composer	TXu001342052	12-Apr-06
Symon portal admin.	TXu001292373	11-Apr-06
Symon says: V.8.1.SP2	TXu001312419	12-Apr-06
Symon view II: V.8.1.SP2	TXu001312420	12-Apr-06
Symon vista: V.2.0	TXu001312423	12-Apr-06

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Number</u>	<u>Registration Date</u>	<u>Application Number</u>	<u>Application Date</u>
Visual Messaging System for High Speed Networks	6,294,982	25-Sep-01	09/247,370	10-Feb-99
Visual Messaging System for High Speed Networks	6,774,767	10-Aug-04	09/930,560	15-Aug-01
Apparatus for Providing Power to a Visual Messaging System for High-Speed Networks	6,545,591	08-Apr-03	09/939,101	24-Aug-01
Method and Apparatus for Providing Power to a Visual Messaging System for High-Speed Networks	6,844,823	18-Jan-05	10/408,584	07-Apr-03

EXHIBIT C

Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYMON	Australia	870359	06-Feb-02
SYMON	CTM	4547659	16-Aug-06
SYMON	United Kingdom	2396641	23-Dec-05
SYMON	United States	2918295	18-Jan-05
SYMON DESKVIEW	United States	3094942	23-May-06
SYMON ENTERPRISE SERVER	United States	3486118	12-Aug-08
INVIEW MOBILE	United States	3562656	05-Oct-10
INVIEW MOBILE Word Mark	United States	3857841	05-Oct-10
SYMON LOBBYVIEW	United States	3926251	01-Mar 11
CHALKBOXTV	United States	4482421	11-Feb-14
MESSAGE-LINK Typed Drawing	United States	1886975	04-Apr-95
RMG	United States	4222205	09-Oct-12
NETLITE II Typed Drawing	United States	2978732	26-Jul-05
INVIEW MOBILE	United States	3857841	05-Oct-10

EXHIBIT D

Mask Works

None.