

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399664

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GIGAMEDIA ACCESS CORPORATION D/B/A GIGATRUST		09/23/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BALANCE POINT CAPITAL PARTNERS II, L.P., AS COLLATERAL AGENT		
Street Address:	285 RIVERSIDE AVENUE, SUITE 200		
City:	WESTPORT		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86787790	GIGACLOUD	
Serial Number:	87153620	GIGATRUST	
Serial Number:	75534645	SANITIZER	
CORRESPONDENCE DATA			
Fax Number:	7044448847		
<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:	704-343-2000		
Email:	KSALTRICK@MCGUIREWOODS.COM		
Correspondent Name:	MCGUIREWOODS LLP		
Address Line 1:	201 N. TRYON STREET, SUITE 3000		
Address Line 2:	ATTENTION: J. CURTIS GRINER		
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	J. CURTIS GRINER		
SIGNATURE:	/s/ J. Curtis Griner		
DATE SIGNED:	09/26/2016		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is entered into as of September 23, 2016 by and between BALANCE POINT CAPITAL PARTNERS II, L.P., a Delaware limited partnership, in its capacity as Collateral Agent for itself and the other Purchasers (used herein as defined in the Note Purchase Agreement as defined below ("**Collateral Agent**")) and GIGAMEDIA ACCESS CORPORATION, d/b/a GIGATRUST, a Delaware corporation ("**Grantor**").

RECITALS

A. The Purchasers have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Note**") in the amounts and manner set forth in that certain Note and Warrant Purchase and Security Agreement, dated as of the date hereof, by and among Grantor, Collateral Agent and the other Persons from time to time party thereto (as amended, restated, supplemented, or otherwise modified from time to time, the "**Note Purchase Agreement**"). Capitalized terms used but not otherwise defined herein are defined in the Note Purchase Agreement. The Purchasers are willing to purchase the Note from Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of itself and the other Purchasers, a security interest in certain Intellectual Property to secure the obligations of Grantor under the Note Purchase Agreement.

B. Pursuant to the terms of the Note Purchase Agreement, Grantor has granted to Collateral Agent, for the benefit of itself and the other Purchasers, 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 Note Purchase Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Note Purchase Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of itself and the other Purchasers, a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation Intellectual Property listed on Exhibit A 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, in each case to the extent constituting Collateral (collectively, the "**Intellectual Property Collateral**").

This security interest is granted in conjunction with the security interest granted to Collateral Agent under the Note Purchase Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are more fully set forth in the Note Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Collateral Agent's rights and remedies under this Agreement, the Note Purchase Agreement and the Note Documents shall be cumulative and Collateral Agent shall have all other rights and remedies not inconsistent with this Agreement and the Note Purchase Agreement as provided by law or in equity. In the event of any conflict or inconsistency between this Agreement and the Note Purchase Agreement (or any portion hereof or thereof), the terms of the Note Purchase Agreement shall prevail.

This Agreement shall terminate and the Lien on and security interest in the Intellectual Property Collateral shall be released upon the payment and performance of the Obligations. Upon the termination of this Agreement, the Collateral Agent shall, at the sole cost and expense of Grantor, execute all documents, make all filings, take all other actions reasonably requested by Grantor to evidence and record the release of the Lien on and security interests in the Intellectual Property Collateral granted herein.

Grantor represents and warrants that Exhibit A attached hereto sets forth, as of the date hereof, any and all intellectual property rights constituting Intellectual Property Collateral in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.


[Signature pages follow.]

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.

Address of Grantor:
607 Herndon Parkway
Suite 302
Herndon, VA 20170
Attn: Chief Executive Officer

GRANTOR:

**GIGAMEDIA ACCESS CORPORATION d/b/a
GIGATRUST**

By: 
Name: Robert Bernardi
Its: Chairman & Chief Executive Officer

With copy to (which shall not constitute notice):

Stephoe & Johnson LLP
201 E. Washington Street
Phoenix, AZ 85004
Attention: Nancy L. White

[Signature Page – IP Security Agreement]

**TRADEMARK
REEL: 005882 FRAME: 0745**

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.

COLLATERAL AGENT:

Address of Collateral Agent:

Balance Point Capital Partners II, L.P.
285 Riverside Avenue
Suite 200
Westport, CT 06880
Attn: Justin M. Kaplan

With copy to (which shall not constitute notice):

McGuireWoods LLP
2000 McKinney Ave.
Suite 1400
Dallas, TX 75201
Attention: David P. McLean

BALANCE POINT CAPITAL PARTNERS II, L.P.

By: Balance Point Capital Managers II, LLC, its
General Partner

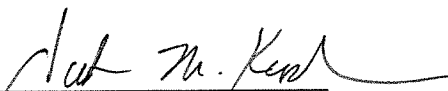
By: 
Justin M. Kaplan
Member

Exhibit A

Licenses and other Contractual Obligations related to Grantor's IP Rights:

1. Microsoft Partner Network Agreement, dated April 1, 2016, between the Microsoft Corporation ("Microsoft") and the Grantor. Pursuant to this agreement, (a) Microsoft grants the Grantor certain rights and licenses to use certain Microsoft marks and other materials, and (b) each party grants to the other a license to use, reproduce and modify computer code and certain written materials in order to perform certain services.

2. Software License Agreement, dated June 30, 2014, between the Grantor and DataViz, Inc. Pursuant to this Agreement, DataViz grants the Grantor a worldwide, non-exclusive, non-assignable license, with right of sublicense, to use, reproduce, display, perform and distribution certain DataViz technology into the Grantor's rights management solution product line for mobile devices.

3. Memorandum of Understanding, dated July 15, 2015, between Huawei Technologies Co., Ltd., Blue Cloud and the Grantor.

Registered Patents and Patent Applications:

1. SYSTEM AND METHOD FOR PROVIDING DATA SECURITY, Patent No. 7484245, issued January 27, 2009.

2. METHOD & SYSTEM FOR IDENTIFYING THE STATE OF A MEDIA DEVICE BY MONITORING FILE SYSTEM CALLS, Patent No. 6,256,646 issued July 3, 2001.

3. SYSTEM & METHOD FOR PROVIDING DATA SECURITY, Patent No. 7,103,783, issued September 5, 2006.

4. SYSTEM & METHOD FOR PROVIDING DATA SECURITY, Patent No. 6,804,784, issued October 12, 2004.

5. METHOD AND APPARATUS FOR REAL TIME SECURE FILE DELETION, Patent No. 5,991,778, issued November 23, 1999.

6. METHOD AND APPARATUS FOR REAL TIME SECURE FILE DELETION, Patent No., 6,070,174, issued May 30, 2010.

Registered Trademarks and Trademark Applications:

1. GigaCloud, Serial No. 86787790, issued June 28, 2016.
2. GigaTrust, Serial No. 87153620, application filed August 29, 2016.
3. Sanitizer, Serial No. 75534645, registered September 14, 1999.

Registered Copyrights:

TITLE	REG. NO.	REG. DATE	REGISTRANT (NAME)
GigaTrust Desktop Client	TX0007953645	03/03/2008	GIGATRUST
GigaTrust E-Discovery Agent	TX0007953649	03/03/2008	GIGATRUST
GigaTrust Enterprise Plus	TX0007953666	03/03/2008	GIGATRUST
GigaTrust for Android	TX0007953670	03/03/2008	GIGATRUST
GigaTrust for BlackBerry 10	TX0007953637	03/15/2014	GIGATRUST
GigaTrust for File Folders	TX0007953647	03/03/2008	GIGATRUST
GigaTrust for iPhone and iPad - Expanding the Security for Smart Mobile Devices	TX0007953669	03/03/2008	GIGATRUST
GigaTrust Journal Decryption Agent	TX0007953654	03/03/2008	GIGATRUST
GigaTrust Protector for Exchange	TX0007953659	03/03/2008	GIGATRUST
GigaTrust Protector for Open Text	TX0007953660	03/03/2008	GIGATRUST
GigaTrust Protector for SharePoint	TX0007953661	03/03/2008	GIGATRUST