

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM410241

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VideoLink LLC		12/21/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FMP Agency Services, LLC, as Agent		
Street Address:	21 Custom House Street, 10th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2816599	READYCAM	
Registration Number:	2812604		
Registration Number:	2814724	READYCAM	
Registration Number:	3438086	HDNG	
Registration Number:	4192814	VIDEOLINK WHEN YOUR IMAGE IS ON THE LINE	
Registration Number:	4192822	VIDEOLINK WHEN YOUR IMAGE IS ON THE LINE	
Registration Number:	4940843	VLCREATIVE BY VIDEO LINK	
Registration Number:	4940845	VLGURU BY VIDEOLINK	
Registration Number:	4944849	VLGATEWAY BY VIDEOLINK	
CORRESPONDENCE DATA			
Fax Number:	80091442		
<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:	614-280-3568		
Email:	John.Salvage@wolterskluwer.com		
Correspondent Name:	CT Corporation System		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		

OP \$240.00 2816599

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	12/27/2016
Total Attachments: 7 source=57009321 Trademark#page1.tif source=57009321 Trademark#page2.tif source=57009321 Trademark#page3.tif source=57009321 Trademark#page4.tif source=57009321 Trademark#page5.tif source=57009321 Trademark#page6.tif source=57009321 Trademark#page7.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

VideoLink LLC

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other limited liability company - Delaware

Citizenship (see guidelines) _____
Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 21, 2016

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☐ No

Name: FMP Agency Services, LLC, as Agent

Street Address: 21 Custom House Street, 10th Floor

City: Boston

State: MA

Country: USA Zip: 02110

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Bank _____ Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Text

B. Trademark Registration No.(s)

See attached Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 26960.111

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Doris Ka
Signature

Doris Ka

Name of Person Signing

December 27, 2016

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005954 FRAME: 0833

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of December, 2016, by and among Grantors listed on the signature pages hereof (collectively, "Grantors" and each individually "Grantor"), and **FMP AGENCY SERVICES, LLC**, a Delaware limited liability company ("Falcon"), in its capacity as agent for the Noteholder Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Purchase Agreement dated as of April 27, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Purchase Agreement") by and among AVI-SPL Acquisition, Inc., a Delaware corporation ("Parent"), AVI-SPL Merger Sub, Inc., a Delaware corporation ("Merger Sub"), AVI-SPL Holdings, Inc., a Delaware corporation ("Holdings"), AVI-SPL, Inc., a Delaware corporation ("AVI US"), AV Marketplace, Inc., a Florida corporation ("Marketplace"), Signal Perfection Ltd., a Maryland corporation ("Signal"), Audio Visual Innovations, Inc., a Florida corporation ("Audio Visual"), each other subsidiary of the Parent listed as a "Issuer" on the signature pages thereto (together with Merger Sub, AVI US, Holdings, Marketplace, Signal and each other subsidiary of the Parent that executes a joinder agreement and becomes a "Issuer" thereunder, each individually as a "Issuer", and, collectively as the "Issuers"), and each subsidiary of the Parent listed as a "Guarantor" on the signature pages thereto (together with the Parent and each other subsidiary of the Parent that executes a joinder agreement and becomes a "Guarantor" thereunder or otherwise guaranties all or any part of the Obligations (as defined in the Purchase Agreement), each a "Guarantor" and, collectively, the "Guarantors"), and Agent, the Noteholder Group has agreed to make certain financial accommodations available to Issuers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Noteholder Group are willing to make the financial accommodations to Issuers as provided for in the Purchase Agreement and the other Financing Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Noteholder Group, that certain Guaranty and Security Agreement, dated as of April 27, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Noteholder Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Purchase Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Noteholder Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following (except to the extent any of the following constitutes Excluded Collateral), whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Noteholder Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Noteholder Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks (except any trademark that constitutes Excluded Collateral), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give Agent notice in writing of any additional trademark registrations granted after the date hereof pursuant to Section 8(g)(v) of the Guaranty and Security Agreement. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally (with concurrent notice to the Grantors) to modify this Trademark Security Agreement by amending Schedule I to include any such new registered trademarks or applications therefor of each Grantor (other than to the extent such new registered trademarks or applications therefor constitute Excluded Collateral). Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Financing Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 26 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. INTERCREDITOR AND SUBORDINATION AGREEMENT. Anything herein to the contrary notwithstanding, the liens and security interests securing the Secured Obligations evidenced by this Trademark Security Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of Agent hereunder are subject to the provisions of the Subordination and Intercreditor Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

VIDEOLINK LLC

By: 

Name: John Zettel

Title: Chief Executive Officer

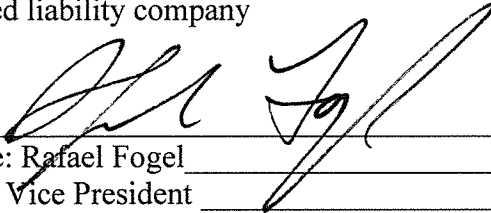
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (FALCON)]

TRADEMARK
REEL: 005954 FRAME: 0837

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

FMP AGENCY SERVICES, LLC, a Delaware
limited liability company

By: 
Name: Rafael Fogel
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (FALCON)]

TRADEMARK
REEL: 005954 FRAME: 0838

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Country	Mark	Registration No.	Reg Date
VideoLink LLC	U.S.	READYCAM	2816599	02/24/2004
VideoLink LLC	U.S.		2812604	02/10/2004
VideoLink LLC	U.S.	READYCAM	2814724	02/17/2004
VideoLink LLC	U.S.	HDNG	3438086	05/27/2008
VideoLink LLC	U.S.	VIDEOLINK WHEN YOUR IMAGE IS ON THE LINE	4192814	8/21/2012
VideoLink LLC	U.S.	VIDEOLINK WHEN YOUR IMAGE IS ON THE LINE	4192822	8/21/2012
VideoLink LLC	U.S.	VLCREATIVE BY VIDEO LINK	4940843	4/19/2016
VideoLink LLC	U.S.	VLGURU BY VIDEOLINK	4940845	4/19/2016
VideoLink LLC	U.S.	VLGATEWAY BY VIDEOLINK	4944849	4/26/2016