

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM413788

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VideoLink LLC		10/28/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Webster Business Credit Corporation		
<b>Street Address:</b>	360 Lexington Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2816599	READYCAM	
<b>Registration Number:</b>	2812604		
<b>Registration Number:</b>	2814724	READYCAM	
<b>Registration Number:</b>	3438086	HDNG	
<b>Registration Number:</b>	4192814	VIDEOLINK WHEN YOUR IMAGE IS ON THE LINE	
<b>Registration Number:</b>	4192822	VIDEOLINK WHEN YOUR IMAGE IS ON THE LINE	
<b>Registration Number:</b>	4940843	VLCREATIVE BY VIDEO LINK	
<b>Registration Number:</b>	4940845	VLGURU BY VIDEOLINK	
<b>Registration Number:</b>	4944849	VLGATEWAY BY VIDEOLINK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way, Suite 125		
<b>Address Line 2:</b>	CT Corporation		
<b>Address Line 4:</b>	Columbus, OHIO 43219		

OP \$240.00 2816599

<b>NAME OF SUBMITTER:</b>	Corenda R. Lewis
<b>SIGNATURE:</b>	/Corenda R. Lewis/
<b>DATE SIGNED:</b>	01/26/2017
<b>Total Attachments: 7</b> source=Videolink LLC - Trademark Security Agreement#page1.tif source=Videolink LLC - Trademark Security Agreement#page2.tif source=Videolink LLC - Trademark Security Agreement#page3.tif source=Videolink LLC - Trademark Security Agreement#page4.tif source=Videolink LLC - Trademark Security Agreement#page5.tif source=Videolink LLC - Trademark Security Agreement#page6.tif source=Videolink LLC - Trademark Security Agreement#page7.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21 day of December, 2016, by and among Grantors listed on the signature pages hereof (collectively, "Grantors" and each individually "Grantor"), and **WEBSTER BUSINESS CREDIT CORPORATION**, a New York corporation ("Webster"), in its capacity as agent for itself and each other Lender Party (in such capacity, together with its successors and assigns in such capacity, "Agent").

## WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 28, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among AVI-SPL Acquisition, Inc., a Delaware corporation ("Parent"), 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 "Borrower" on the signature pages thereto (together with AVI US, Holdings, Marketplace, Signal, Audio Visual and each other subsidiary of the Parent that executes a joinder agreement and becomes a "Borrower" thereunder, each individually as a "Borrower", and, collectively as the "Borrowers"), 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 guarantees all or any part of the Obligations (as defined in the Credit Agreement), each a "Guarantor" and, collectively, the "Guarantors"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of itself and each other Lender Party, that certain Guaranty and Security Agreement, dated as of October 28, 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 itself and each other Lender Party, 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 Credit 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 itself and each other Lender Party, 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, any other Lender Party, 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 itself and each other Lender Party, 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 Loan 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 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 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: 

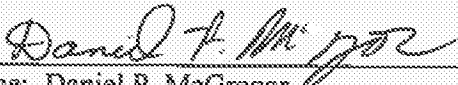
Name: John Zettel

Title: Chief Executive Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WEBSTER BUSINESS CREDIT CORPORATION,  
a New York corporation

By:   
Name: Daniel P. McGregor  
Title: Vice President

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**Trademark Registrations**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Reg Date</b>
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