

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM421327

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INEOQUEST TECHNOLOGIES, INC.		03/24/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Drive, HF150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3036138	INEOQUEST TECHNOLOGIES, INC.	
<b>Registration Number:</b>	3918448	INEOQUEST	
<b>Registration Number:</b>	3927299	IQ INEOQUEST	
<b>Registration Number:</b>	3844404	CRICKET	
<b>Registration Number:</b>	3906598	GEMINUS	
<b>Registration Number:</b>	3840201	IQDIALOGUE	
<b>Registration Number:</b>	3834361	IQDVX	
<b>Registration Number:</b>	3834370	IQMEDIAANALYZER PRO	
<b>Registration Number:</b>	3834363	IQMEDIAMONITOR	
<b>Registration Number:</b>	3834365	IQMEDIASTIMULUS	
<b>Registration Number:</b>	3825027	IQSEGVUE	
<b>Registration Number:</b>	3797884	IVMS	
<b>Registration Number:</b>	3789773	IVMS MOBILE	
<b>Registration Number:</b>	3802341	SINGULUS	
<b>Registration Number:</b>	5136408	IQ	
<b>Registration Number:</b>	5092592	INSPECTOR	
<b>Serial Number:</b>	77908564	DVA	
<b>Serial Number:</b>	77908563	EXPEDUS	

OP \$465.00 3036138

**CORRESPONDENCE DATA****Fax Number:** 8004947512*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.***Phone:** 202-370-4750**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

<b>ATTORNEY DOCKET NUMBER:</b>	F169216
<b>NAME OF SUBMITTER:</b>	Matthew R. Pierce
<b>SIGNATURE:</b>	/Matthew R. Pierce/
<b>DATE SIGNED:</b>	03/28/2017

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of March 24, 2017, is entered into by and between **INEOQUEST TECHNOLOGIES, INC.**, a Delaware corporation (“*Grantor*”) and **SILICON VALLEY BANK**, as Administrative Agent (the “*Agent*”) pursuant to that certain Guarantee and Collateral Agreement, dated as of January 15, 2015, among the Agent, Grantor and the other parties thereto (as amended, restated, amended and restated, supplemented (including pursuant to that certain Reaffirmation and Assumption Agreement dated as of the date hereof) or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), and pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof, among Telestream Holdings Corporation, the other Loan Parties party thereto, the Lenders from time to time party thereto, the Arranger Agent, and the Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”).

Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of the Agent for the ratable benefit of the Secured Parties a Lien and security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Agent hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the Lien and security interest granted by Grantor to the Agent pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a Lien and security interest in all of Grantor’s rights, titles and interests in, to and under the Trademarks and all Proceeds, Supporting Obligations and products of such Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations. For the purposes of this Agreement, “Trademarks” means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to

obtain all renewals thereof; provided that, no Lien or security interest shall be granted in, and the term "Trademarks" shall not include, Excluded Assets.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration of the Trademarks existing as of the date hereof.

(c) The Lien and security interest granted hereby is granted concurrently and in conjunction with the Lien and security interest granted to the Agent for the ratable benefit of the Secured Parties under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Agent, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Agent from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the Lien, security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

Address of Grantor:

170 Forbes Boulevard  
Mansfield, MA 02048

GRANTOR:

INEOQUEST TECHNOLOGIES, INC.,  
as Grantor

By:  \_\_\_\_\_

Name: Dan Castles

Title: President and Chief Executive Officer

Address of Agent:

3003 Tasman Drive  
Santa Clara, California 95054


AGENT:




**SILICON VALLEY BANK,**  
as the Agent

By:   
Name: Michael Willard  
Title: Managing Director

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks of IneoQuest Technologies, Inc.

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
US	3036138	December 27, 2005	November 7, 2001	IneoQuest Technologies, Inc.	IneoQuest Technologies, Inc.
US	3918448	February 15, 2011	December 12, 2008	IneoQuest Technologies, Inc.	INEOQUEST
US	3927299	March 8, 2011	December 19, 2008	IneoQuest Technologies, Inc.	
US	3844404	September 7, 2010	January 8, 2010	IneoQuest Technologies, Inc.	CRICKET
US	3906598	January 18, 2011	January 8, 2010	IneoQuest Technologies, Inc.	GEMINUS
US	3840201	August 31, 2010	September 8, 2009	IneoQuest Technologies, Inc.	IQDialogue
US	3834361	August 17, 2010	December 21, 2009	IneoQuest Technologies, Inc.	IQDVx
US	3834370	August 17, 2010	December 22, 2009	IneoQuest Technologies, Inc.	IQMediaAnalyzer Pro
US	3834363	August 17, 2010	December 21, 2009	IneoQuest Technologies, Inc.	IQMediaMonitor
US	3834365	August 17, 2010	December 21, 2009	IneoQuest Technologies, Inc.	IQMediaStimulus
US	3825027	July 27, 2010	December 21, 2009	IneoQuest Technologies, Inc.	IQSegVue
US	3797884	June 1, 2010	December 18, 2009	IneoQuest Technologies, Inc.	iVMS
US	3789773	May 18, 2010	August 26, 2009	IneoQuest Technologies, Inc.	iVMS Mobile
US	3802341	June 15, 2010	September 8, 2009	IneoQuest Technologies, Inc.	SINGULUS
US	5136408	February 7, 2017	June 7, 2016	IneoQuest Technologies, Inc.	IQ (design)

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
US	5092592	November 29, 2016	October 2, 2015	IneoQuest Technologies, Inc.	INSPECTOR
Mexico		October 1, 2009	August 18, 2009	IneoQuest Technologies, Inc.	IQ INEOQUEST and Design  RN: 1124042 AN: M1027316
Mexico		October 1, 2009	August 18, 2009	IneoQuest Technologies, Inc.	IQ INEOQUEST and Design  RN: 1124041 AN: M1027315
Mexico		June 30, 2010	August 18, 2009	IneoQuest Technologies, Inc.	IQ INEOQUEST and Design  RN: 1166867 AN: M1027317

Pending Trademark Applications of IneoQuest Technologies, Inc.

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
US	77908564	January 10, 2010	IneoQuest Technologies, Inc.	DVA
US	77908563	January 10, 2010	IneoQuest Technologies, Inc.	EXPEDUS