

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478481

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STRATUS AUDIO, INC.	FORMERLY OPTIMAL PHONE INTERPRETERS, INC.	06/14/2018	Corporation: FLORIDA
STRATUS VIDEO, LLC		06/14/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. SIX MILE ROAD		
Internal Address:	MC 7512		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4722615	OPTIMAL PHONE INTERPRETERS	
Registration Number:	4857843	STRATUS VIDEO INTERPRETING INSPIRED BY Z	
Registration Number:	4299562	ODI	
Registration Number:	4345645	ODI POWERED BY STRATUS VIDEO	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1801		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		

CH \$115.00 4722615

SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	06/18/2018
Total Attachments: 7 source=(Stratus Audio and Video) Amended and Restated Intellectual Property Security Agreement (Borrower) (#page1.tif source=(Stratus Audio and Video) Amended and Restated Intellectual Property Security Agreement (Borrower) (#page2.tif source=(Stratus Audio and Video) Amended and Restated Intellectual Property Security Agreement (Borrower) (#page3.tif source=(Stratus Audio and Video) Amended and Restated Intellectual Property Security Agreement (Borrower) (#page4.tif source=(Stratus Audio and Video) Amended and Restated Intellectual Property Security Agreement (Borrower) (#page5.tif source=(Stratus Audio and Video) Amended and Restated Intellectual Property Security Agreement (Borrower) (#page6.tif source=(Stratus Audio and Video) Amended and Restated Intellectual Property Security Agreement (Borrower) (#page7.tif	

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement ("Agreement") is entered into as of June 14, 2018 by and between COMERICA BANK ("Bank"), STRATUS AUDIO, INC., a Florida corporation formerly known as Optimal Phone Interpreters, Inc. ("Audio") and STRATUS VIDEO, LLC, a Delaware limited liability company ("Video"; Audio and Video are each a "Grantor" and collectively the "Grantors" provided that each reference to "Grantor" or "Grantors" in this Agreement shall mean and refer to each Grantor, individually, and/or to all the Grantors, collectively and in the aggregate, as reasonably determined by Bank as the context may require

RECITALS

A. STRATUS AUDIO, INC., a Florida corporation formerly known as Optimal Phone Interpreters, Inc. ("Audio"), and Bank are parties to that certain Loan and Security Agreement dated as of March 11, 2016, as amended from time to time prior to the date hereof (the "Original Audio Loan Agreement"). Audio and Bank are also party to that certain Intellectual Property Security Agreement dated as of March 11, 2016, as amended from time to time prior to the date hereof (the "Original Audio IPSA").

B. STRATUS VIDEO, LLC, a Delaware limited liability company ("Video"), and Bank are parties to that certain Loan and Security Agreement dated as of July 6, 2015, as amended from time to time prior to the date hereof (the "Original Video Loan Agreement" and together with the Original Audio Loan Agreement, the "Original Loan Agreements"). Video and Bank are also party to that certain Intellectual Property Security Agreement dated as of July 6, 2015, as amended from time to time prior to the date hereof (the "Original Video IPSA").

C. Bank, Video and Audio have agreed to enter into an Amended and Restated Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") which amends and restates, in its entirety, the Original Loan Agreements.

D. Bank has agreed to extend credit to Audio and Video (Audio and Video are each referred to in this Agreement as a "Borrower" and collectively as the "Borrowers" provided that each reference to "Borrower" or "Borrowers" in this Agreement and the Loan Documents shall mean and refer to each Borrower, individually, and/or to all the Borrowers, collectively and in the aggregate, as the context may require) on the terms set forth in the Loan Agreement (the "Credit Extensions"). Bank is willing to make the Credit Extensions to Borrowers, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of such Grantor under the Loan Agreement.

E. This Agreement amends and restates, in its entirety, the Original Audio IPSA and the Original Video IPSA.

F. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank a security interest in all of such 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 and all other agreements now existing or hereafter arising between Grantors and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers and Bank, each Grantor grants and pledges to Bank a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C 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, and, as applicable, all re-issues, divisionals, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies. In the event of any conflict between this Agreement and any other Loan Document, the terms of such other Loan Documents shall control.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights that are included in the Intellectual Property Collateral in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, as of the date hereof.

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 page follows.]

In WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

Address of Grantors:

STRATUS AUDIO, INC.

33 N. Garden Avenue
Clearwater, Florida 33755
Attn: David Festerliff

By: Margaret Barber
Name: MARGARET BARBER
Title: CEO

Address of Grantors:

STRATUS VIDEO, LLC

33 N. Garden Avenue
Clearwater, Florida 33755
Attn: David Festerliff

By: Margaret Barber
Name: MARGARET BARBER
Title: CEO

BANK:

Address of Bank:

COMERICA BANK

Comerica Bank
National Documentation Services
39200 W. Six Mile Rd.
Mail Code 7678
Livonia, MI 48152

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

Address of Grantors:

STRATUS AUDIO, INC.

33 N. Garden Avenue
Clearwater, Florida 33755
Attn: David Fetterolf

By: _____
Name: _____
Title: _____

Address of Grantors:

STRATUS VIDEO, LLC

33 N. Garden Avenue
Clearwater, Florida 33755
Attn: David Fetterolf

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

COMERICA BANK

Comerica Bank
National Documentation Services
39200 W. Six Mile Rd.
Mail Code 7578
Livonia, MI 48152


By:  _____
Name: Devan Postek
Title: VP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

EXHIBIT B

Patents

Owner	Description	Patent / Application Number	Issue / Application Date
Video	Media relay service	8,498,383 (Abandoned)	07/30/13

EXHIBIT C

Trademarks

Owner	Description	Registration/ Serial Number	Registration/ Application Date
Audio	OPTIMAL PHONE INTERPRETERS	4,722,615	04/21/15
Video	STRATUS VIDEO INTERPRETING INSPIRED BY Z	4,857,843	11/24/15
Video	ODI	4,299,562	03/05/13
Video	ODI POWERED BY STRATUS VIDEO	4,345,645	06/04/13