

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483665

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VENTURE LENDING & LEASING VI, INC.		08/08/2014	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	VIDYO, INC.		
Also Known As:			
Street Address:	433 Hackensack Avenue, 7th Floor		
City:	Hackensack		
State/Country:	NEW JERSEY		
Postal Code:	07601		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3573727	VIDYO	
Registration Number:	4002236	VIDYO	
Registration Number:	4349759	VIDYOWAY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	732-737-7530		
Email:	sgoldsmith@mccarter.com		
Correspondent Name:	McCarter & English, LLP		
Address Line 1:	c/o Susan Okin Goldsmith, Esq.		
Address Line 2:	Two Tower Center Boulevard, 24th Floor		
Address Line 4:	East Brunswick, NEW JERSEY 08816		
ATTORNEY DOCKET NUMBER:	401418-00002		
NAME OF SUBMITTER:	Susan Okin Goldsmith		
SIGNATURE:	/Susan Goldsmith/		
DATE SIGNED:	07/27/2018		
Total Attachments: 7			

CH \$90.00 3573727

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VENTURE LENDING & LEASING VI, INC.

104 La Mesa Drive, Suite 102
Portola Valley, CA 94028

August 8, 2014

Vidyo, Inc.
433 Hackensack Avenue
7th Floor
Hackensack, NJ 07601

Ladies and Gentlemen:

We understand that Vidyo, Inc., a Delaware corporation ("**Borrower**"), intends to repay in full all outstanding Obligations under that certain Loan and Security Agreement dated as of November 2, 2012, between Borrower and Venture Lending & Leasing VI, Inc., a Maryland corporation ("**Lender**"), as supplemented by the Supplement to the Loan and Security Agreement dated as of November 2, 2012 (as so supplemented, the "**Loan Agreement**"; the terms defined therein and not otherwise defined herein being used herein as therein defined).

In connection therewith, Lender and Borrower hereby acknowledge and agree that, effective immediately upon Lender's receipt of (i) the amounts set forth in Schedule A annexed hereto (the "**Pay-Off Amount**") in the account set forth in Schedule A and no later than the time and date set forth on such Schedule (the "**Pay-Off Time**") (Lender's receipt of the Pay-Off Amount by the Pay-Off Time being referred to herein as the "**Pay-Off**");

(1) all of Borrower's outstanding Obligations to Lender under the Loan Agreement and any other related loan and collateral security documents that may have been executed by Borrower in connection with the transactions contemplated by the Loan Agreement, including but not limited to the Security Documents and the ICA (collectively, the "**Loan Documents**"; provided, however, "Loan Documents" shall not include any warrant instrument issued by Borrower to Lender's parent company and any other equity securities or convertible debt securities of Borrower acquired by Lender's parent company) have been satisfied in full and all Persons obligated therefor, whether by guaranty or otherwise, have been released from all liability therefor and Borrower has been released and discharged from any and all obligations, covenants and agreements under the Loan Documents without further action from any Person;

(2) the Commitment to make Loans under the Loan Agreement, to the extent not previously expired, shall hereby be terminated and be of no further force or effect, Lender shall hereby be released from any and all obligations, covenants

and agreements under the Loan Documents, and Lender shall not have any further obligation to make any Loans under the Loan Agreement;

(3) all Liens of any kind, nature, or description, whenever and however arising, which Lender may have on any of the assets and property, real or personal, tangible or intangible, of Borrower; and any of its Subsidiaries granted in favor of Lender, including Liens created by, arising under, or granted to Lender pursuant to the Loan Documents, shall hereby terminate and be satisfied and released;

(4) all Collateral pledged under the Loan Documents (including stock certificates, related stock powers, promissory notes, instruments and chattel paper) that remains in the possession of Lender shall be returned to Borrower; and

(5) Borrower shall hereby be authorized to file such necessary and appropriate UCC termination statements and such other releases, discharges and instruments necessary or appropriate to effect such release, and to record release of liens in patents, trademarks and copyrights for filing in the applicable filing and recording offices.

Effective on and after the Pay-Off, (a) if we are in or come into possession of any property of Borrower or any of its Subsidiaries or of any proceeds thereof on account of the Obligations, then we shall, in the form received, promptly deliver such property and proceeds to Borrower or as Borrower shall direct in writing; provided that we shall be permitted to deduct any reasonable out-of-pocket expenses in connection therewith, and (b) we shall execute and deliver to you, at your expense, such additional necessary and appropriate UCC termination statements and other release documents, discharges or instruments as you may prepare and reasonably request to effect a complete release of all Collateral.

This letter may not be amended, modified or waived except in a writing signed by the party against whom enforcement of such amendment, modification or waiver is sought. This letter sets forth the entire agreement among the parties with respect to the matters addressed herein and supersedes all prior communications, written or oral, with respect hereto.

This letter shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of California, without regard to conflict of laws principles. This letter may be executed in any number of counterparts and the signature pages from such counterparts may be attached to a single copy hereof and such assembled copy shall be considered an original.

Notwithstanding anything to the contrary set forth in this letter: (i) those obligations, liabilities, covenants and terms that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall continue to survive notwithstanding anything to the contrary set forth herein; and (ii) nothing set forth herein shall affect or be deemed to affect those obligations, liabilities, covenants and terms set forth in (a) any warrant instrument issued to Lender's parent company or set forth in any other equity securities or convertible debt securities of Borrower acquired by Lender's parent company and (b) the Loan Documents in respect of fees and payments that are due and payable in connection with a liquidation event of Borrower (howsoever defined).

By its execution hereof below, Borrower has indicated its consent to all of the foregoing.

Very truly yours,

VENTURE LENDING & LEASING VI, INC.,

as Lender

By: 

Name: Jay Cohen

Title: Vice President

VIDYO, INC.

as Borrower

By: 

Name: David Kaminsky

Title: Chief Financial Officer

TRADEMARK

REEL: 006393 FRAME: 0324

SCHEDULE A

Pay-Off Amount, Pay-Off Time

Union Bank
1980 Saturn St.
Monterey Park, CA 91755
ABA # 1220-00496
Credit To: Venture Lending & Leasing VI, Inc.
Account No: 6733002650
Ref: TRUSF Branch 09569 / Domestic Custody
Attn: Kevin Bruni

Loan Amount: \$8,453,970.00
Legal Fees: \$665.00

Total PayOff Amount: \$8,454,635.00














Must be received no later than 3 p.m. (California time)

On or before August 31, 2014

**The Pay-Off Amount shown assumes that all payments made by Borrower or effected by ACH prior to August 8, 2014 have been collected as good funds.*

EXHIBIT "C"

Trademarks

Trademark	Jurisdiction	Application No./ Registration No.	Filing/Registration Date
 Vidyo	United States	77/363,932 3,573,727	01/04/2008 02/10/2009
 Vidyo	United States	85/198,832 4,002,236	12/15/2010 07/26/2011
VIDYOWAY	United States	85/751,535	10/11/2012
 Vidyo	Argentina	3,121,128 3,121,130 3,121,131	10/11/2011
 Vidyo	Bangladesh	148159 148160 148161	10/30/2011
 Vidyo	Brazil	831138203 831138190 831138211	10/11/2011
 Vidyo	Canada	1546856	10/6/2011
 Vidyo	Chile	974793 974794 974795	10/18/2011
 Vidyo	Colombia	2011-141548 2011-141552 2011-141554	10/21/2011
 Vidyo	Hong Kong	302051261	10/7/2011
 Vidyo	India	2226874	10/31/2011
 Vidyo	Indonesia	D002011041373	10/17/2011
 Vidyo	Malaysia	2011018233 2011018232 2011018231	10/14/2011
 Vidyo	Mexico	1218993 1274026 1218995/ 1272496 1218994/ 1272495	10/11/2011

 Vidyo	New Zealand	850591	10/7/2011
 Vidyo	Nigeria	F/TM/2011/16542 F/TM/2011/16541 F/TM/2011/16543	10/24/2011
 Vidyo	Philippines	4-2011-501515	10/7/2011
 Vidyo	Saudi Arabia	173446 173447 173445	10/16/2011
 Vidyo	South Africa	2011/29329 2011/29330 2011/29331	11/15/2011
 Vidyo	Taiwan	100052738 01523847	10/14/2011 06/16/2012
 Vidyo	Thailand	823741 823742 823743	10/10/2011
 Vidyo	UAE	164051 164052 164053	10/19/2011
 Vidyo	WIPO	International Reg. No. 1033244	3/8/2010

Grantor has the following unregistered trademarks:

End-to-End Solution
VidyoConferencing™ Portfolio

Vidyo Infrastructure Products
VidyoGateway™
VidyoLine™
VidyoOne™
VidyoPortal™
VidyoProxy™
VidyoRemote™
VidyoReplay™
VidyoRouter™

Vidyo Endpoint Products

Vidyo Technology
Adaptive Video Layering™
Adaptive Video Layering Architecture™
Adaptive Video Layering Technology™

Vidyo Tools and Bundles
Vidyo™ API
Vidyo™ Express
Vidyo™ Plug-in
Vidyo™ SDK

Vidyo Vertical Solutions
Vidyo for Education™
Vidyo for Healthcare™

VidyoDesktop™
VidyoMobile™
VidyoPanorama™

VidyoRoom™
VidyoVoice™
Vidyo™ Software Clients

Vidyo Channel Partners
Vidyo™ Exchange
Vidyo™ Partner Center
Vidyo™ World

Vidyo for Government™

Vidyo Services
Vidyo™ Adoption Services
Vidyo™ Knowledge Centers

B2B Interconnectivity Services
VidyoWay™