

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732393

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Panopto, Inc.		06/03/2022	Corporation: DELAWARE
Symphony Video, Inc.		06/03/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3566947	ENSEMBLE VIDEO	
Registration Number:	4992947		
Registration Number:	4977634		
Registration Number:	5513873	PANOPTO	
Registration Number:	6447850		
Registration Number:	6447847		
Registration Number:	6447844	PANOPTO	
Registration Number:	6448826	PANOPTO EXPRESS	
Serial Number:	90406680	PANOPTO EXPRESS	
Serial Number:	90491698	SMART SEARCH	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	timothy.pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (074658-22053)		
Address Line 1:	One Logan Square		

OP \$265.00 3566947

Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-22053

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 06/05/2022

Total Attachments: 9

source=Trademark Security Agreement (PNC-Panopto) - Executed#page1.tif
source=Trademark Security Agreement (PNC-Panopto) - Executed#page2.tif
source=Trademark Security Agreement (PNC-Panopto) - Executed#page3.tif
source=Trademark Security Agreement (PNC-Panopto) - Executed#page4.tif
source=Trademark Security Agreement (PNC-Panopto) - Executed#page5.tif
source=Trademark Security Agreement (PNC-Panopto) - Executed#page6.tif
source=Trademark Security Agreement (PNC-Panopto) - Executed#page7.tif
source=Trademark Security Agreement (PNC-Panopto) - Executed#page8.tif
source=Trademark Security Agreement (PNC-Panopto) - Executed#page9.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this June 3, 2022 among PANOPTO, INC., a Delaware corporation ("Panopto"), SYMPHONY VIDEO, INC., a New York corporation ("Symphony Video" and together with Panopto, collectively, the "Grantors" and each individually, a "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantors (together with their permitted successors and assigns), the other Loan Parties party thereto, such other Persons as may hereafter become Borrowers thereunder (together with their permitted successors and assigns and Grantors, collectively, the "Borrowers" and each individually, a "Borrower"), the Persons which are now or which hereafter become lenders thereunder (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the 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 Obligations and would be owed by each Grantor, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving such Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If either Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. The applicable Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting each Grantor's obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of such Grantor. 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 may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and

similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

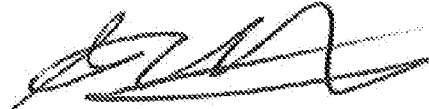
8. GOVERNING LAW. This Trademark Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

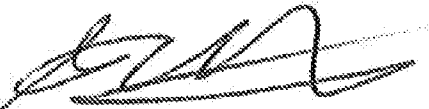
GRANTORS:

PANOPTO, INC.,
a Delaware corporation

By: 

Name: George Mansour
Title: Vice President


SYMPHONY VIDEO, INC.,
a New York corporation

By: 

Name: George Mansour
Title: President

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent





By: 
Name: Laurie Dee
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007743 FRAME: 0207

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT



Trademarks

OWNER OF RECORD	MARK	SERIAL NO. / REG. NO. / JURISDICTION	FILING DATE / REG. DATE
Symphony Video, Inc.	ENSEMBLE VIDEO	77/476,977 3,566,947 United States	May 16, 2008 January 27, 2009
Panopto, Inc.		86/798,139 4,992,283 United States	October 23, 2015 July 5, 2016
Panopto, Inc.		86/798,130 4,977,634 United States	October 23, 2015 June 4, 2016
Panopto, Inc.	PANOPTO	87/794,875 5,513,873 United States	February 12, 2018 July 10, 2018
Panopto, Inc.		90/313,656 6,447,850 United States	November 11, 2020 August 10, 2021
Panopto, Inc.		90/313,646 6,447,847 United States	November 11, 2020 August 10, 2021
Panopto, Inc.	PANOPTO	90/313,641 6,447,844 United States	November 11, 2020 August 10, 2021
Panopto, Inc.	PANOPTO EXPRESS	90/406,694 6,448,826 United States	December 22, 2020 August 10, 2021

Applications:

OWNER OF RECORD	MARK	SERIAL NO. / REG. NO. / JURISDICTION	FILING DATE / REG. DATE
Panopto, Inc.	PANOPTO EXPRESS	90/406,680 N/A United States	December 22, 2020 N/A
Panopto, Inc.	SMART SEARCH	90/491,698 N/A United States	January 27, 2021 N/A








Unregistered (Common Law):

MARK	SERIAL NO. / REG. NO. / JURISDICTION	FILING DATE / REG. DATE	OWNER OF RECORD	STATUS
	N/A N/A United States	N/A N/A	N/A	Unregistered
	N/A N/A United States	N/A N/A	N/A	Unregistered

OTHER TRADEMARKS:

Registrations:

OWNER OF RECORD	MARK	SERIAL NO. / REG. NO. / JURISDICTION	FILING DATE / REG. DATE
Panopto, Inc.	PANOPTO	009366634 009366634 European Union	September 10, 2010 February 21, 2011
Panopto, Inc.	PANOPTO	909366634 909366634 United Kingdom	September 10, 2010 February 21, 2011
Panopto, Inc.	PANOPTO	2147064 2147064 Australia	November 17, 2020 November 17, 2020

OWNER OF RECORD	MARK	SERIAL NO. / REG. NO. / JURISDICTION	FILING DATE / REG. DATE
Panopto, Inc.	PANOPTO	1567965 1567965 International	November 17, 2020 November 17, 2020
Panopto, Inc.		2192785 2192785 Australia	May 10, 2021 May 10, 2021
Panopto, Inc.		2192747 2192747 Australia	May 10, 2021 May 10, 2021
Panopto, Inc.	PANOPTO	55906590 55906590 China	May 10, 2021 December 7, 2021
Panopto, Inc.	PANOPTO	1179794 1179794 New Zealand	May 10, 2021 February 1, 2022
Panopto, Inc.		1183620 1183620 New Zealand	May 10, 2021 March 1, 2022
Panopto, Inc.	PANOPTO	40202112639R 40202112639R Singapore	May 10, 2021 May 10, 2021
Panopto, Inc.		40202116359R 40202116359R Singapore	May 10, 2021 May 10, 2021
Panopto, Inc.	PANOPTO	339865 339865 Israel	May 10, 2021 February 2, 2022
Panopto, Inc.		341259 341259 Israel	May 10, 2021 March 2, 2022
Panopto, Inc.		1600998 1600998 International	May 10, 2021 May 10, 2021
Panopto, Inc.		1600800 1600800 International	May 10, 2021 May 10, 2021

Applications:

OWNER OF RECORD	MARK	SERIAL NO. / REG. NO. / JURISDICTION	FILING DATE / REG. DATE
Panopto, Inc.	PANOPTO	2074558 N/A Canada	November 17, 2020 N/A
Panopto, Inc.		2119420 N/A Canada	May 10, 2021 N/A
Panopto, Inc.		2119421 N/A Canada	May 10, 2021 N/A
Panopto, Inc.		305620167 N/A Hong Kong	May 10, 2021 N/A
Panopto, Inc.		TM2021018891 N/A Malaysia	May 10, 2021 N/A