

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cine-Tal Systems, Inc.		12/17/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Spring Mill Venture Fund, L.P.		
Composed Of:	COMPOSED OF LP organized in DE		
Street Address:	160 Water Street		
City:	Williamstown		
State/Country:	MASSACHUSETTS		
Postal Code:	01267		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78631224	CINE'MAGE	
Serial Number:	78631219	PHILO	
Registration Number:	3002779	CINE-TAL	
Serial Number:	77394950	DAVIO	
CORRESPONDENCE DATA			
Fax Number:	(317)237-1000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3172370300		
Email:	int eas@bakerd.com, louis.perry@bakerd.com, stacy.webb@bakerd.com		
Correspondent Name:	Louis T. Perry		
Address Line 1:	300 North Meridian Street		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Louis T. Perry		

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TRADEMARK
REEL: 004122 FRAME: 0744

Signature:	/Louis T. Perry/
Date:	12/30/2009
Total Attachments: 7 source=Fully Executed Patent and Trademark Security Agreement#page1.tif source=Fully Executed Patent and Trademark Security Agreement#page2.tif source=Fully Executed Patent and Trademark Security Agreement#page3.tif source=Fully Executed Patent and Trademark Security Agreement#page4.tif source=Fully Executed Patent and Trademark Security Agreement#page5.tif source=Fully Executed Patent and Trademark Security Agreement#page6.tif source=Fully Executed Patent and Trademark Security Agreement#page7.tif	

**PATENT AND TRADEMARK
SECURITY AGREEMENT**

This PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of December 18, 2009, by CINE-TAL SYSTEMS, INC., a Delaware corporation ("Grantor"), in favor of SPRING MILL VENTURE FUND, L.P., in its capacity as agent for the Purchasers (the "Agent").

W I T N E S S E T H:

WHEREAS, Grantor is (or will be with respect to after acquired property) the legal and beneficial owner and the holder of the Patent Collateral and the Trademark Collateral;

WHEREAS, concurrently herewith, Grantor is issuing secured convertible promissory notes (the "Notes") pursuant to the Securities Purchase Agreement, dated as of December 18, 2009 (the "Purchase Agreement"), among Grantor and the "Purchasers" referenced therein, including the Agent); and

WHEREAS, the purchase of the Notes under the Purchase Agreement is subject to the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Purchasers, that certain Security Agreement dated as of the date herewith (the "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, 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 Security Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and the Purchasers, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

- (a) all Patents owned by Grantor, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent.

3. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and the Purchasers, a continuing security interest in all of 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 Trademarks owned by Grantor, including those referred to on Schedule II hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Purchasers, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral and the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event a term in the Security Agreement conflicts with a term in this Patent and Trademark Security Agreement, the conflicting term in the Security Agreement shall govern and control.

[signature page follows]

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

CINE-TAL SYSTEMS, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

SPRING MILL VENTURE FUND, L.P.

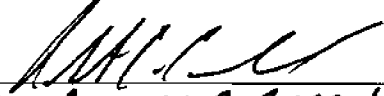
By: Spring Mill Venture Partners, LLC, its
Name: General Partner
Title: _____

By: Spring Mill Venture Management, LLC, its
Manager

By: L. O. Mann

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

CINE-TAL SYSTEMS, INC.

By: 
Name: ROBERT C. CARROLL
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

SPRING MILL VENTURE FUND, L.P.

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF Indiana)
)
COUNTY OF Hamilton) ss.

On this 17th day of December, 2009 before me personally appeared Robert C. Carson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Cine-tal Systems, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Donna L. Clark
{seal} Notary Public, Donna L. Clark

Commission Expires: 3/10/17

Residing in Marion County, IN

SCHEDULE I
to
PATENT AND TRADEMARK SECURITY AGREEMENT
PATENT REGISTRATIONS

1. Patent: U.S.[Color Management System]
Application No. 12/030004
Status: Published
Filed: (Provisional) February 12, 2007
2. Patent: U.S. [Video Monitoring System]
Application No. 11/575349
Status: Published (Regular Utility Application)
3. Patent: European [Video Monitoring System]
Application No. 05802701.2
Status: Pending
4. Patent: U.S. [METHOD AND SYSTEM FOR PROVIDING ACCESS TO IMAGE
SYSTEM SERVICES] Application No. 12260385
Status: Pending

SCHEDULE II
to
PATENT AND TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

1. U.S. Trademark Applications and Registrations
Mark: CINE'MAGE
U.S. Serial No. 78/631224
Status: Registered
2. Mark: CINE-TAL
U.S. Registration No. 3002779
Status: Registered
3. Mark: PHILO
U.S. Serial No. 78/631219
Status: Application suspended
4. Mark: DAVIO
U.S. Serial No. 77/394950
Status: Registered

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