

TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):  
Silicon Valley Bank  
3003 Tasman Drive  
Santa Clara, CA 95054

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State: CA  
 Other

Additional name(s) of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies):  
Additional name(s) of conveying parties attached?  Yes  No

Name: **Blip Networks, Inc.**

Internal Address:

Street Address: **407 Broome Street No. 5A**

City: **New York**  
State: **NY**  
Country: **USA**  
Zip: **10013**

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): **September 17, 2010**

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other : **Release**

Association    Citizenship  
 General Partnership    Citizenship  
 Limited Partnership    Citizenship  
 Corporation    Citizenship : **United States, Delaware**  
 Other            Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**3494974**  
**3320889**

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **UCC Direct Services**

Internal Address: **Attn: 14080632**

Street Address: **187 Wolf Road, Suite 101**

City: **Albany**      State: **NY**      ZIP: **12205**

Phone Number: **1-800-342-3676 X 4065**

Fax Number: **1-800-962-7049**

Email Address: **cls-udealbany@wolterskluwer.com**

6. Total number of applications and registrations involved: **2**

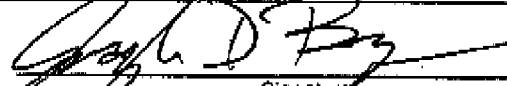
7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$ 65.00**

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

8. Payment Information:

a. Credit Card : Last 4 Numbers **5603**  
Expiration Date **10/10**

b. Deposit Account Number  
Authorized User Name

9. Signature:   
Signature  
**Joseph D Bergman**  
Name of Person Signing

**9/20/10**  
Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA. 22313-1450

OP \$65.00 3494974

**RELEASE OF SECURITY AGREEMENT COVERING  
INTERESTS IN TRADEMARKS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Blip Networks, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property Security Agreement** dated, 12/18/2009, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on 12/29/2009, Reel 4121, Frame 0740.

Dated: **September 17, 2010**

SILICON VALLEY BANK

By:   
Name: **Romil Randhawa**  
Title: **Operations Manager**

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 18, 2009 by and between SILICON VALLEY BANK, a California corporation ("Bank") and BLIP NETWORKS, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated December 18, 2009 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of 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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

TRADEMARK

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same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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 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.

[Signature page follows.]

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

Address of Grantor:

407 Broome Street, 5<sup>th</sup> Floor  
New York, New York 10013

Attn: \_\_\_\_\_

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: \_\_\_\_\_

GRANTOR:

BLIP NETWORKS, INC.

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

Title: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

By: *[Signature]*

Title: *SVP*

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

Address of Grantor:

407 Broome Street, 5<sup>th</sup> Floor  
New York, New York 10013

Attn: \_\_\_\_\_

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: \_\_\_\_\_

GRANTOR:

BLIP NETWORKS, INC.

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

Title: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

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

Title: \_\_\_\_\_

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Btipcord.	TXu001328400	22-May-2006

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

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EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BLIP	3,320,889	23-Oct-2007
BLIP.TV	3,494,974	02-Sep-2008

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

1189929.1