

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Video Communications, Inc.		10/12/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	WideOrbit, Inc.
Street Address:	2 Harrison Street, Suite 600
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3277845	ORION
Registration Number:	3782550	VERITY
Registration Number:	3611620	VCIU
Registration Number:	3543083	VCI SOLUTIONS
Registration Number:	3625367	V VCI SOLUTIONS
Registration Number:	3379171	POINT-OF-SALE TO POINT-OF-AIR
Registration Number:	3376895	VCI
Registration Number:	2042157	STARS II

**CORRESPONDENCE DATA**

Fax Number: (415)675-6701  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 4156756700  
 Email: emathewson@wideorbit.com  
 Correspondent Name: Eric Mathewson  
 Address Line 1: 2 Harrison Street, Suite 600

OP \$215.00 3277845

**900182810**

**TRADEMARK  
 REEL: 004464 FRAME: 0987**

Address Line 4: San Francisco, CALIFORNIA 94105

NAME OF SUBMITTER:

Eric Mathewson

Signature:

/Eric Mathewson/

Date:

02/01/2011

Total Attachments: 3

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## ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 12<sup>th</sup> day of October, 2010, by VIDEO COMMUNICATIONS, INC., a Massachusetts corporation with its principal place of business at 146 Chestnut Street, Springfield, MA 01103 ("Assignor"), to WideOrbit, Inc., a Delaware corporation with its principal place of business at 2 Harrison Street, Suite 600, San Francisco, CA 94105 ("Assignee").

### RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of October 12, 2010 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation some of the servicemarks and trademarks of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered domestic servicemarks and trademarks listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

