

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
AFFINITY VIDEONET, INC.		10/01/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. Six Mile Road		
Internal Address:	M/C 7512		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4011933	SEE WHAT HAPPENS WHEN PEOPLE CONNECT	
Registration Number:	1953091	AFFINITY VIDEONET	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1565 GLOWPOINT AFF		
NAME OF SUBMITTER:	Erin O'Brien		

CH \$65.00 4011933

Signature:	/Erin O'Brien/
Date:	10/01/2012
Total Attachments: 6 source=Affinity signed IPSA#page1.tif source=Affinity signed IPSA#page2.tif source=Affinity signed IPSA#page3.tif source=Affinity signed IPSA#page4.tif source=Affinity signed IPSA#page5.tif source=Affinity signed IPSA#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 1, 2012 by and between **COMERICA BANK** ("Bank") and **AFFINITY VIDEONET, INC.**, a Delaware corporation ("Grantor").

RECITALS

A. Bank and GLOWPOINT, INC. ("Borrower"), which is the parent of Grantor, are entering into that certain Loan and Security Agreement dated as of the date hereof (the "Loan Agreement"). Grantor expects to derive economic benefit from Bank's doing so and dealing with Borrower in accordance with the Loan Agreement, and has entered into an Unconditional Secured Guaranty of even date herewith with respect to the present and future obligations of Borrower to Bank (as amended from time to time, the "Guaranty"). Grantor wishes to secure performance and payment of all its obligations to Bank under the Guaranty and otherwise (the "Grantor Obligations") with substantially all of its assets. All terms used without definition in this Agreement shall have the meaning assigned to them in the Loan Agreement. All terms used without definition in this Agreement or in the Loan Agreement shall have the meaning assigned to them in the Uniform Commercial Code.

B. Bank is willing to enter into the Loan Agreement, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Guaranty and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Guaranty. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Guaranty 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 Guaranty 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 Guaranty 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

GRANTOR:

Address of Grantor:

c/o Glowpoint, Inc.
430 Mountain Avenue, Suite 301
Murray Hill, NJ 07974
Attn: Chief Executive Officer

AFFINITY VIDEONET, INC.

By: Joseph Laezza
Title: PRESIDENT & CEO

BANK:

COMERICA BANK

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

By: _____
Title: _____

Attn: Livonia Operations Center

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GRANTOR:

Address of Grantor:

c/o Glowpoint, Inc.
430 Mountain Avenue, Suite 301
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Attn: Chief Executive Officer

AFFINITY VIDEONET, INC.

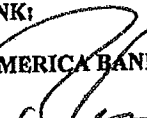
By: _____
Title: _____

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

BANK:

COMERICA BANK

By: 
Title: JENNIFER VICK PRESIDENT

Attn: Livonia Operations Center

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SEE WHAT HAPPENS WHEN PEOPLE CONNECT	4,011,933	08/16/11
AFFINITY VIDEONET	1,953,091	01/30/96