# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Vidyo, Inc. | FORMERLY Layered Media, Inc. | 11/02/2012 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Venture Lending & Leasing VI, Inc. |
| Street Address: | 104 La Mesa Drive, Suite 102 |
| City: | Portola Valley |
| State/Country: | CALIFORNIA |
| Postal Code: | 94028 |
| Entity Type: | CORPORATION: MARYLAND |

PROPERTY NUMBERS Total: 3

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 3573727 | VIDYO |
| Registration Number: | 4002236 | VIDYO |
| Serial Number: | 85751535 | VIDYOWAY |

OP $90.00 3573727

CORRESPONDENCE DATA

Fax Number: 4157774961
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*
Phone: 415 981 1400
Email: gkiviat@grmslaw.com
Correspondent Name: Jeffrey T. Klugman
Address Line 1: Four Embarcadero Center, Suite 4000
Address Line 4: San Francisco, CALIFORNIA 94111

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| ATTORNEY DOCKET NUMBER: | 47558/0204 |
| NAME OF SUBMITTER: | Jeffrey T. Klugman |

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|---|---|
| Signature: | /Jeffrey T. Klugman/ |
| Date: | 11/13/2012 |

Total Attachments: 22
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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of November 2, 2012, by and between VIDYO, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING VI, INC. ("Secured Party").

## RECITALS

A. Pursuant to a Loan and Security Agreement and Supplement thereto, both of even date herewith (as such agreement may from time to time be amended, restated, supplemented or otherwise modified, the "Loan Agreement" and the "Supplement," respectively) between Grantor, as borrower, and Secured Party, as lender, Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement and the Supplement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit "A" attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit "B" attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of

the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, 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");

(d) Any and all claims for damages by way of past, present and future infringement 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;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) 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.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for licenses of Intellectual Property in the ordinary course of business, Permitted Liens or as otherwise permitted under the Loan Agreement;

(c) To its knowledge and except to the extent of any Permitted Liens, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) **Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any Patent, Copyright or Trademark and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;**

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld, conditioned or delayed;

(f) Except to the extent Grantor has in its reasonable business judgment elected to delay the registration (or registration procedures already commenced) of any of the intellectual property rights listed on Exhibits "A," "B" and "C," Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits "A," "B" and "C" hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits "A," "B" and "C"), except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations, provided that Secured Party acknowledges and agrees that notwithstanding anything in this Agreement to the contrary, Grantor has the right, to be exercised in Grantor's sole discretion, to determine the foreign jurisdictions in which Grantor will register its intellectual property rights; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral. In furtherance of the foregoing, the parties acknowledge that Secured Party will file a copy of this Agreement with the United States Patent and Trademark Office.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's

discretion until such time as all of Grantor's obligations to Lender have been paid and satisfied, to take the following actions to accomplish the purposes of this Agreement (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits "A," "B" and "C," hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) subject to the Forbearance Period and the ICA after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any material warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within sixty (60) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. 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.

7. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.

*[Signature Page Follows]*

*[Signature page to Intellectual Property Security Agreement]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

VIDYO, INC.

By: _____
David Kaminsky, Chief Financial Officer

433 Hackensack Ave.
Hackensack, NJ 07601
Attn: Ofer Shapiro

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING VI, INC.

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

By: _____

Name: _____

Its: _____

*[Signature page to Intellectual Property Security Agreement]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

VIDYO, INC.

By: _____
Ofer Shapiro, Chief Executive Officer

Address of Grantor:

433 Hackensack Ave.
Hackensack, NJ 07601
Attn: Ofer Shapiro

SECURED PARTY:

VENTURE LENDING & LEASING VI, INC.

By: _____

Name: Jay Cohan

Its: Vice President

Address of Secured Party:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

47558/0204
JTK/423468.4

EXHIBIT "A"

Copyrights

| Name of Work | Description | Date Of First Use | Author |
|---|---|---|---|
| VidyoTechnology | Video Software Development Kit | 2006 | Vidyo, Inc. |
| VidyoPortal | Central User Management software | 2008 | Vidyo, Inc. |
| VidyoRouter | Video and Audio Media Routing software | 2008 | Vidyo, Inc. |
| VidyoDesktop | Video Conferencing Application software | 2008 | Vidyo, Inc. |
| VidyoRoom | Video Conferencing Appliance software | 2008 | Vidyo, Inc. |
| VidyoReplay | Video Recording and Webcasting software | 2010 | Vidyo, Inc. |
| VidyoGateway | Video Media and Signaling Gateway software | 2008 | Vidyo, Inc. |
| VidyoRemote | Video Appliance Remote Control software | 2010 | Vidyo, Inc. |
| Outlook Plugin | Video Invitation Add-on for MS Outlook software | 2009 | Vidyo, Inc. |
| MOC/Lync Plugin | Video Add-on software for MS OC/Lync | 2009 | Vidyo, Inc. |
| Sametime Plugin | Video Add-on software for IBM Sametime | 2010 | Vidyo, Inc. |
| AdobeConnect Plugin | Video Add-on software for Adobe Connect | 2010 | Vidyo, Inc. |
| VidyoPanorama | Video Conferencing Appliance software | 2011 | Vidyo, Inc. |
| VidyoMobile | Video Conferencing Application software | 2010 | Vidyo, Inc. |
| VidyoVoice | Video Conferencing Subscription services | 2010 | Vidyo, Inc. |
| VidyoDashboard | System activity analytics | 2012 | Vidyo, Inc. |
| VidyoWeb | Video Add-on software for web browsers | 2012 | Vidyo, Inc. |

EXHIBIT "B"

Patents

The following is a list of pending U.S. provisional patent applications filed by Grantor with the United States Patent and Trademark Office ("*PTO*").

| Title | Application Serial Number | Filing Date |
|---|---|---|
| Hierarchical Parameter Sets In Video Coding | 61/564,165 | November 28, 2011 |
| Techniques For Layered Video Encoding And Decoding | 61/585,120 | January 10, 2012 |
| Techniques For Scalable Video Coding | 61/593,397 | February 1, 2012 |
| Level Signaling For Layered Video Coding | 61/621,093 | April 6, 2012 |
| Cross Layer Spatial Intra Prediction | 61/667,233 | July 2, 2012 |
| Enhancement Layer Intra Coding Techniques | 61/669,466 | July 9, 2012 |
| Systems And Methods For Ad-Hoc Integration Of Tablets And Phones In Video Communication Systems | 61/668,567 | July 6, 2012 |
| Enhancement Layer Deblocking Filter Techniques | 61/669,779 | July 10, 2012 |
| Systems And Methods For Video Communication In Virtual Desktop Infrastructure Environments | 61/691,711 | August 21, 2012 |
| System And Method For Agent-Based Integration Of Instant Messaging And Video Communication Systems | 61/699,465 | September 11, 2012 |
| Hybrid Video Coding Techniques | 61/708,341 | October 1, 2012 |

The following is a list of pending International Patent applications filed by Grantor with the PTO. (The serial numbers of counterpart filed U.S. patent applications are also shown in the list).

| Title | Intl. Appl. Serial No./ (U.S. Appl. Serial No.) | Filing Date |
|---|---|---|
| System And Method For Recovering The Decoding Order Of Layered Media In Packet-Based Communication | PCT/US09/036702 | March 10, 2009 |
| Automatic Temporal Layer Bit Allocation | PCT/US10/051278 | October 4, 2010 |
| Delay Aware Rate Control In The Context Of Hierarchal P Picture Coding | PCT/US11/021858 | January 20, 2011 |
| Participant Aware Configuration For Video Encoder | PCT/US11/021864 | January 20, 2011 |

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| Spatial Scalability Using Redundant Pictures And Slice Groups | PCT/US11/023327 | February 1, 2011 |
| System And Method For Scalable Video Communication Using Multiple Cameras And Multiple Monitors | PCT/US11/038003 | May 25, 2011 |
| Adaptive Picture Rotation | PCT/US11/040671 | June 16, 2011 |
| System And Method For The Control And Management Of Multipoint Conferences | PCT/US11/052430 | September 20, 2011 |
| High Layer Syntax For Temporal Scalability | PCT/US12/020158 | January 4, 2012 |
| Improved NAL Unit Header | PCT/US12/020809 | January 10, 2012 |
| Render-Orientation Information In Video Bitstream | PCT/US12/020890 | January 11, 2012 |
| Parameter Set Maintenance In Video Coding | PCT/US12/026894 | February 28, 2012 |
| Dependency Parameter Set For Scalable Video Coding | PCT/US12/028032 | March 7, 2012 |
| Signaling Number Of Active Layers In Video Coding | PCT/US12/028186 | March 8, 2012 |
| Systems And Methods For Improved Interactive Content Sharing In Video Communication Systems | PCT/US12/041695 | June 8, 2012 |
| Scalable Video Coding Using Multiple Coding Technologies | PCT/US12/043251 | June 20, 2012 |
| Motion Prediction In Scalable Video Coding | PCT/US12/043254 | June 20, 2012 |
| Scalable Video Coding Techniques | PCT/US12/043469 | June 21, 2012 |
| Loop Filter Techniques For Cross-Layer Prediction | PCT/US12/044177 | June 26, 2012 |

The following is a list of pending U.S. non-provisional patent applications filed by Grantor with the PTO.

| Title | Application Serial Number | Filing Date |
|---|---|---|
| Systems And Methods For Error Resilience And Random Access In Video Communication Systems | 11/608,776 | December 8, 2006 |
| System And Method For Videoconferencing Using Scalable Video Coding And Compositing Scalable Video Conferencing Servers | 11/615,643 | December 22, 2006 |
| System And Method For Thinning Of Scalable Video Coding Bit-Streams | 11/676,215 | February 16, 2007 |
| System And Method For Providing Error Resilience, Random Access And Rate Control In Scalable Video Communications | 11/682,263 | March 5, 2007 |
| System And Method For Management Of Scalability Information In Scalable Video And Audio Coding Systems | 11/691,621 | March 27, 2007 |

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| Using Control Messages | | |
| System And Method For Transcoding Between Scalable And Non-Scalable Video Codecs | 11/693,694 | March 29, 2007 |
| System And Method For Multipoint Conferencing With Scalable Video Coding Servers And Multicast | 11/865,478 | October 1, 2007 |
| Systems And Methods For Signaling And Performing Temporal Level Switching In Scalable Video Coding | 11/871,612 | October 12, 2007 |
| System And Method For In-Loop Deblocking In Scalable Video Coding | 11/966,474 | December 28, 2007 |
| Systems And Methods For Error Resilience In Video Communication Systems | 11/971,769 | January 9, 2008 |
| System And Method For A High Reliability Base Layer Trunk | 12/015,937 | January 17, 2008 |
| System And Method For Scalable And Low-Delay Videoconferencing Using Scalable Video Coding | 12/015,956 | January 17, 2008 |
| System And Method For Jitter Buffer Reduction In Scalable Coding | 12/015,963 | January 17, 2008 |
| System And Method For Improved View Layout Management In Scalable Video And Audio Communication Systems | 12/481,354 | June 9, 2009 |
| System And Method For A Conference Server Architecture For Low Delay And Distributed Conferencing Applications | 12/539,501 | August 11, 2009 |
| System And Method For Scalable Video Coding Using Telescopic Mode Flags | 12/622,074 | November 19, 2009 |
| System And Method For Recovering The Decoding Order Of Layered Media In Packet-Based Communication | 12/857,811 | August 17, 2010 |
| Automatic Temporal Layer Bit Allocation | 12/897,365 | October 4, 2010 |
| Scalable Video Sender Over Multiple Links | 12/982,736 | December 30, 2010 |
| Low Complexity, High Frame Rate Video Encoder | 13/007,193 | January 14, 2011 |
| Temporal Prediction Structure Aware Temporal Filter | 13/008,556 | January 18, 2011 |
| Participant Aware Configuration for Video Encoder (PACE) | 13/010,241 | January 20, 2011 |
| Delay Aware Rate Control In The Context Of Hierarchical P Picture Coding | 13/010,570 | January 20, 2011 |
| Spatial Scalability Using Redundant Pictures And Slice Groups | 13/018,853 | February 1, 2011 |
| System And Method For Low-Delay, Interactive Communication Using Multiple TCP Connections And Scalable Coding | 13/052,741 | March 21, 2011 |

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| Systems And Methods For Scalable Video Communication Using Multiple Cameras And Multiple Monitors | 13/115,960 | May 25, 2011 |
| Adaptive Picture Rotation | 13/162,074 | June 16, 2011 |
| System And Method For Thinning Of Scalable Video Coding Bit-Streams | 13/197,352 | August 3, 2011 |
| System And Method For Providing Error Resilience, Random Access And Rate Control In Scalable Video Communications | 13/209,023 | August 12, 2011 |
| System And Method For Transcoding Between Scalable And Non-Scalable Video Codecs | 13/222,472 | August 31, 2011 |
| System And Method For The Control And Management Of Multipoint Conference | 13/237,903 | September 20, 2011 |
| Systems And Methods For Error Resilience And Random Access In Video Communication Systems | 13/238,624 | September 21, 2011 |
| High Layer Syntax For Temporal Scalability | 13/343,266 | January 4, 2012 |
| NAL Unit Header | 13/347,381 | January 10, 2012 |
| Render-Orientation Information In Video Bitstream | 13/347,984 | January 11, 2012 |
| Techniques For Describing Temporal Coding Structure | 13/350,239 | January 13, 2012 |
| Parameter Set Maintenance in Video Coding | 13/407,000 | February 28, 2012 |
| Dependency Parameter Set For Scalable Video Coding | 13/414,075 | March 7, 2012 |
| Signaling Number Of Active Layers In Video Coding | 13/414,908 | March 8, 2012 |
| Alternative Block Coding In Video Coding | 13/423,671 | March 19, 2012 |
| System And Method For Combining Instant Messaging And Video Communicating Systems | 13/487,008 | June 1, 2012 |
| Systems And Methods For Improved Interactive Content Sharing In Video Communication Systems | 13/492,590 | June 8, 2012 |
| Motion Prediction In Scalable Video Coding | 13/528,169 | June 20, 2012 |
| Scalable Video Coding Techniques | 13/529,159 | June 21, 2012 |
| Loop Filter Techniques For Cross-Layer Prediction | 13/533,315 | June 26, 2012 |
| Scalable Video Coding Using Multiple Coding Technologies | 13/528,010 | June 20, 2012 |
| NAL Unit Header | 13/539,864 | July 2, 2012 |

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|---|---|---|
| Dependency Parameter Set For Scalable Video Coding | 13/539,900 | July 2, 2012 |
| Conference Server Communication Techniques | 13/586,575 | August 15, 2012 |
| System And Method For A Conference Server Architecture For Low Delay And Distributed Conferencing Applications | 13/595,437 | August 27, 2012 |
| System And Method For Scalable And Low-Delay Videoconferencing Using Scalable Video Coding | 13/621,714 continuation of 8,289,370) | September 17, 2012 |

The following is a list of issued U.S. patents filed by Grantor with the PTO.

| Title | U.S. Patent Number | Issue Date |
|---|---|---|
| System And Method For A Conference Server Architecture For Low Delay and Distributed Conferencing Applications | 7,593,032 | September 20, 2009 |
| System And Method For Scalable Video Coding Using Telescopic Mode Flags | 7,643,560 | January 5, 2010 |
| System And Method For The Control Of The Transmission Rate In Packet-Based Digital Communications | 7,701,851 | April 20, 2010 |
| System And Method For Low-Delay, Interactive Communication Using Multiple TCP Connections And Scalable Coding | 7,933,294 | April 26, 2011 |
| System And Method For The Control Of The Transmission Rate In Packet-Based Digital Communications | 7,948,886 | May 24, 2011 |
| System And Method For A Conference Server Architecture For Low Delay and Distributed Conferencing Applications | 8,279,260 | October 2, 2012 |
| System and Method for Scalable and Low-Delay Videoconferencing Using Scalable Video Coding | 8,289,370 | October 16, 2012 |

The following are lists of pending National Phase Patent applications filed by Grantor with foreign patent offices. (The serial numbers of counterpart filed International patent applications are also shown in the list).

| Title | Australian Appl. Serial No./ Intl. Appl. Serial No./ | Filing Date |
|---|---|---|
| Systems And Methods For Error Resilience and Random Access in Video Communication Systems | 2006321552 (PCT/US06/061815) | December 8, 2006 |
| System And Method For Multipoint Conferencing With Scalable Video Coding Serves And Multicast | 2007303445 (PCT/US07/080089) | October 1, 2007 |
| System And Method For Improved View Layout Management In Scalable Video And Audio Communication Systems | 2009257627 (PCT/US09/046758) | June 9, 2009 |

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|---|---|---|
| System And Method For Scalable Video Coding Using Telescopic Mode Flags | 2011205017 (Divisional of 2007309044) | October 23, 2007 |
| System And Method For Jitter Buffer Reduction In Scalable Coding | 2010241332 (Divisional of 2006346224) | July 21, 2006 |
| System And Method for Providing Error Resilience, Random Access And Rate Control In Scalable Video Communications | 2011254031 (Divisional of 2007223300) | March 5, 2007 |
| System And Method For Transcoding Between Scalable And Non-Scalable Video Codecs | 2012201234 (Divisional of 2007234543) | March 29, 2007 |
| Systems And Methods For Signaling And Performing Temporal Level Switching In Scalable Video Coding | 2012201235 (Divisional of 2007311178) | October 12, 2007 |
| Improved Systems And Methods For Error Resilience In Video Communication Systems | 2012201576 (Divisional of 2008204833) | January 9, 2008 |
| System And Method For Management Of Scalability Information In Scalable Video And Audio Coding Systems Using Control Messages | 2012202123 (Divisional of 2007230602) | March 27, 2007 |
| System And Method For Combining Instant Messaging And Video Communication Systems | 2010325968 (PCT/US10/058801) | December 2, 2010 |
| Low Complexity, High Frame Rate Video Encoder | 2011209901 (PCT PCT/US11/021356) | January 14, 2011 |
| Systems And Methods For Error Resilience And Random Access In Video Communication Systems | Serial No. not yet assigned (Divisional of 2006321552) | December 8, 2006 |

| Title | Canadian Appl. Serial No./ Intl. Appl. Serial No./ | Filing Date |
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| System And Method For Jitter Buffer Reduction In Scalable Coding | 2,615,352 (PCT/US06/028368) | July 21, 2006 |
| Systems And Methods For Error Resilience, Random Access And Rate Control In Video Communication | 2,633,819 (PCT/US06/061815) | December 8, 2006 |
| System And Method For Videoconferencing Using Scalable Video Coding And Compositing Scalable Video Conferencing Servers | 2,633,366 (PCT/US06/062569) | December 22, 2006 |
| System And Method For Thinning Of Scalable Video Coding Bit-Streams | 2,640,246 (PCT/US07/062357) | February 16, 2007 |
| System And Method For Management Of Scalability Information In Scalable Video And Audio Coding Systems Using Control Messages | 2,647,823 (PCT/US07/065003) | March 27, 2007 |
| System And Method for Providing Error Resilience, Random Access And Rate Control In Scalable Video Communications | 2,644,753 (PCT/US07/063335) | March 5, 2007 |
| System And Method For Transcoding Between Scalable And Non-Scalable Video Codecs | 2,647,723 (PCT/US07/065554) | March 29, 2007 |
| System And Method For Multipoint Conferencing With Scalable Video Coding Serves And Multicast | 2,662,812 (PCT/US07/080089) | October 1, 2007 |
| Systems And Methods For Signaling And Performing Temporal Level Switching In Scalable Video Coding | 2,666,601 (PCT/US07/081217) | October 12, 2007 |
| System And Method For Scalable Video Coding Using Telescopic Mode Flags | 2,667,194 (PCT/US07/082269) | October 23, 2007 |
| Improved Systems And Methods For Error Resilience In Video Communication Systems | 2,674,710 (PCT/US08/050640) | January 9, 2008 |
| System And Method For Improved View Layout Management In Scalable Video And Audio Communication Systems | 2,727,569 (PCT/US09/046758) | June 9, 2009 |
| System And Method For Management Of Scalability Information In Scalable Video And Audio Coding Systems Using Control Messages | 2,763,089 (Divisional of 2,647,823) | March 29, 2007 |
| System And Method For Combining Instant Messaging And Video Communication Systems | 2,782,332 (PCT/US10/058801) | December 2, 2010 |

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| System And Method For A Conference Server Architecture For Low Delay And Distributed Conferencing Applications | 2,779,498 (Divisional of 2,615,459) | July 21, 2006 |
| Low Complexity, High Frame Rate Video Encoder | Serial No. not yet assigned (PCT/US11/021356) | January 14, 2011 |

| Title | Chinese Appl. Serial No./ Intl. Appl. Serial No./ | Filing Date |
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| System And Method For A High Reliability Base Layer Trunk | 200680033682.X (PCT/US06/028367) | July 21, 2006 |
| System And Method For A Conference Server Architecture For Low Delay And Distributed Conferencing Applications | 200680034116.0 (PCT/US06/028366) | July 21, 2006 |
| System And Method For Jitter Buffer Reduction In Scalable Coding | 200680033602.0 (PCT/US06/028368) | July 21, 2006 |
| Systems And Methods For Error Resilience, Random Access And Rate Control In Video Communication | 200680052466.X (PCT/US06/061815) | December 8, 2006 |
| System And Method For Thinning Of Scalable Video Coding Bit-Streams | 200780005798.7 (PCT/US07/062357) | February 16, 2007 |
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| System And Method For Management Of Scalability Information In Scalable Video And Audio Coding Systems Using Control Messages | 200780011497.5 (PCT/US07/065003) | March 27, 2007 |
| System And Method For Transcoding Between Scalable And Non-Scalable Video Codecs | 200780011922.0 (PCT/US07/065554) | March 29, 2007 |
| Systems And Methods For Signaling And Performing Temporal Level Switching In Scalable Video Coding | 200780043819.4 (PCT/US07/081217) | October 12, 2007 |
| System And Method For Scalable Video Coding Using Telescopic Mode Flags | 200780039365.3 (PCT/US07/082269) | October 23, 2007 |
| Improved Systems And Methods For Error Resilience In Video Communication Systems | 200880004546.7 (PCT/US08/050640) | January 9, 2008 |
| System And Method For Improved View Layout Management In Scalable Video And Audio Communication Systems | 200980127625.1 (PCT/US09/046758) | June 9, 2009 |

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| System And Method For A High Reliability Base Layer Trunk | 06788108.6 (PCT/US06/028367) | July 21, 2006 |
| System And Method For A Conference Server Architecture For Low Delay And Distributed Conferencing Applications | 06788107.8 (PCT/US06/028366) | July 21, 2006 |
| System And Method For Scalable And Low-Delay Videoconferencing Using Scalable Video Coding | 06788106.0 (PCT/US06/028365) | July 21, 2006 |
| System And Method For Jitter Buffer Reduction In Scalable Coding | 06788109.4 (PCT/US06/028368) | July 21, 2006 |
| Systems And Methods For Error Resilience, Random Access And Rate Control In Video Communication | 06846539.2 (PCT/US06/061815) | December 8, 2006 |
| System And Method For Videoconferencing Using Scalable Video Coding And Compositing Scalable Video Conferencing Servers | 06846796.8 (PCT/US06/062569) | December 22, 2006 |
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| System And Method For Management Of Scalability Information In Scalable Video And Audio Coding Systems Using Control Messages | 07759451.3 (PCT/US07/065003) | March 27, 2007 |
| System And Method For Transcoding Between Scalable And Non-Scalable Video Codecs | 07759745.8 (PCT/US07/065554) | March 29, 2007 |

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| System And Method For Multipoint Conferencing With Scalable Video Coding Serves And Multicast | 07843617.7 (PCT/US07/080089) | October 1, 2007 |
| Systems And Methods For Signaling And Performing Temporal Level Switching In Scalable Video Coding | 07853992.1 (PCT/US07/081217) | October 12, 2007 |
| System And Method For Scalable Video Coding Using Telescopic Mode Flags | 07854349.3 (PCT/US07/082269) | October 23, 2007 |
| Improved Systems And Methods For Error Resilience In Video Communication Systems | 08705806.1 (PCT/US08/050640) | January 9, 2008 |
| System And Method For Improved View Layout Management In Scalable Video And Audio Communication Systems | 09763448.9 (PCT/US09/046758) | June 9, 2009 |
| System And Method For Thinning Of Scalable Video Coding Bit-Streams | 11156624.6 (Divisional of 07757156.0) | February 16, 2007 |
| System And Method For Transcoding Between Scalable And Non-Scalable Video Codecs | 11164830.9 (Divisional of 0779745.8) | March 29, 2007 |
| System And Method For Combining Instant Messaging And Video Communication Systems | 10835158.6 (PCT/US10/058801) | December 2, 2010 |
| Low Complexity, High Frame Rate Video Encoder | 11737439.7 (PCT/US11/021356) | January 14, 2011 |

| Title | Japanese Appl. Serial No./ Intl. Appl. Serial No./ | Filing Date |
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| System And Method For A High Reliability Base Layer Trunk | 529987/2008 (PCT/US06/028367) | July 21, 2006 |
| System And Method For A Conference Server Architecture For Low Delay And Distributed Conferencing Applications | 552286/2008 (PCT/US06/028366) | July 21, 2006 |
| System And Method For Scalable And Low-Delay Videoconferencing Using Scalable Video Coding | 544319/2008 (PCT/US06/028365) | July 21, 2006 |
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| System And Method For Thinning Of Scalable Video Coding Bit-Streams | 555530/2008 (PCT/US07/062357) | February 16, 2007 |

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| System And Method for Providing Error Resilience, Random Access And Rate Control In Scalable Video Communications | 557529/2008 (PCT/US07/063335) | March 5, 2007 |
| System And Method For Management Of Scalability Information In Scalable Video And Audio Coding Systems Using Control Messages | 503210/2009 (PCT/US07/065003) | March 27, 2007 |
| System And Method For Transcoding Between Scalable And Non-Scalable Video Codecs | 503292/2009 (PCT/US07/065554) | March 29, 2007 |
| System And Method For Multipoint Conferencing With Scalable Video Coding Serves And Multicast | 530670/2009 (PCT/US07/080089) | October 1, 2007 |
| Systems And Methods For Signaling And Performing Temporal Level Switching In Scalable Video Coding | 533457/2009 (PCT/US07/081217) | October 12, 2007 |
| System And Method For Scalable Video Coding Using Telescopic Mode Flags | 533600/2009 (PCT/US07/082269) | October 23, 2007 |
| Improved Systems And Methods For Error Resilience In Video Communication Systems | 545661/2009 (PCT/US08/050640) | January 9, 2008 |
| System And Method For Improved View Layout Management In Scalable Video And Audio Communication Systems | 513634/2011 (PCT/US09/046758) | June 9, 2009 |
| System And Method For Combining Instant Messaging And Video Communication Systems | Serial No. not yet assigned (PCT/US10/058801) | December 2, 2010 |
| Low Complexity, High Frame Rate Video Encoder | Serial No. not yet assigned (PCT/US11/021356) | January 14, 2011 |
| System And Method For A Conference Server Architecture For Low Delay And Distributed Conferencing Applications | 150968/2012 (Divisional of 552286/2008) | July 20, 2006 |

The following is a list of issued Australian patents filed by Grantor with the Australian patent office.

| Title | Australian Patent Number | Issue Date |
|---|---|---|
| System And Method For A Conference Server Architecture For Low Delay And Distributed Conferencing Applications | 2006346226 | October 29, 2009 |
| System And Method For A High Reliability Base Layer Trunk | 2006330074 | April 8, 2010 |
| System And Method For Scalable And Low-Delay Videoconferencing Using Scalable Video Coding | 2006346225 | June 3, 2010 |
| System And Method For Scalable Video Coding Using Telescopic Mode Flags | 2007309044 | August 11, 2011 |

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| System And Method For Videoconferencing Using Scalable Video Coding And Compositing Scalable Video Conferencing Servers | 2006330457 | October 27, 2011 |
| System And Method For A Conference Server Architecture For Low Delay And Distributed Conferencing Applications | 2009225308 | November 3, 2011 |
| System And Method For Thinning Of Scalable Video Coding Bit-Streams | 2007214423 | February 23, 2012 |
| System And Method For Management Of Scalability Information In Scalable Video And Audio Coding Systems Using Control Messages | 2007230602 | April 26, 2012 |
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The following is a list of issued Canadian patents filed by Grantor with the Canadian patent office.

| Title | Canada Patent Number | Issue Date |
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The following is a list of issued Chinese patents filed by Grantor with the Chinese patent office.

| Title | Chinese Patent Number | Issue Date |
|---|---|---|
| System And Method For Scalable And Low-Delay Videoconferencing Using Scalable Video Coding | ZL200680034363.0 | September 14, 2011 |
| System And Method For Videoconferencing Using Scalable Video Coding And Compositing Scalable Video Conferencing Servers | ZL200680048122.1 | November 30, 2011 |
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The following is a list of issued Japanese patents filed by Grantor with the Japanese patent office.

| Title | Japanese Patent Number | Issue Date |
|---|---|---|
| System And Method For Videoconferencing Using Scalable Video Coding And Compositing Scalable Video Conferencing Servers | 4921488 | February 10, 2012 |
| System And Method For Jitter Buffer Reduction In Scalable Coding | 4967020 | April 6, 2012 |

EXHIBIT "C"

Trademarks

| Trademark | Jurisdiction | Application No./ Registration No. | Filing/Registration Date |
|---|---|---|---|
| Vidyo | United States | 77/363,932<br>3,573,727 | 01/04/2008<br>02/10/2009 |
| Vidyo | United States | 85/198,832<br>4,002,236 | 12/15/2010<br>07/26/2011 |
| VIDYOWAY | United States | 85/751,535 | 10/11/2012 |
| Vidyo | Argentina | 3,121,128<br>3,121,130<br>3,121,131 | 10/11/2011 |
| Vidyo | Bangladesh | 148159<br>148160<br>148161 | 10/30/2011 |
| Vidyo | Brazil | 831138203<br>831138190<br>831138211 | 10/11/2011 |
| Vidyo | Canada | 1546856 | 10/6/2011 |
| Vidyo | Chile | 974793<br>974794<br>974795 | 10/18/2011 |
| Vidyo | Colombia | 2011-141548<br>2011-141552<br>2011-141554 | 10/21/2011 |
| Vidyo | Hong Kong | 302051261 | 10/7/2011 |
| Vidyo | India | 2226874 | 10/31/2011 |
| Vidyo | Indonesia | D002011041373 | 10/17/2011 |
| Vidyo | Malaysia | 2011018233<br>2011018232<br>2011018231 | 10/14/2011 |
| Vidyo | Mexico | 1218993<br>**1274026**<br><br>1218995/<br>**1272496**<br><br>1218994/<br>**1272495** | 10/11/2011 |

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| Vidyo | New Zealand | 850591 | 10/7/2011 |
| Vidyo | Nigeria | F/TM/2011/16542<br>F/TM/2011/16541<br>F/TM/2011/16543 | 10/24/2011 |
| Vidyo | Philippines | 4-2011-501515 | 10/7/2011 |
| Vidyo | Saudi Arabia | 173446<br>173447<br>173445 | 10/16/2011 |
| Vidyo | South Africa | 2011/29329<br>2011/29330<br>2011/29331 | 11/15/2011 |
| Vidyo | Taiwan | 100052738<br>01523847 | 10/14/2011<br>06/16/2012 |
| Vidyo | Thailand | 823741<br>823742<br>823743 | 10/10/2011 |
| Vidyo | UAE | 164051<br>164052<br>164053 | 10/19/2011 |
| Vidyo | WIPO | International Reg. No. 1033244 | 3/8/2010 |

Grantor has the following unregistered trademarks:

End-to-End Solution
VidyoConferencing™ Portfolio

Vidyo Infrastructure Products
VidyoGateway™
VidyoLine™
VidyoOne™
VidyoPortal™
VidyoProxy™
VidyoRemote™
VidyoReplay™
VidyoRouter™

Vidyo Technology
Adaptive Video Layering™
Adaptive Video Layering Architecture™
Adaptive Video Layering Technology™

Vidyo Tools and Bundles
Vidyo™ API
Vidyo™ Express
Vidyo™ Plug-in
Vidyo™ SDK

Vidyo Vertical Solutions
Vidyo for Education™
Vidyo for Healthcare™

Vidyo Endpoint Products

VidyoDesktop™
VidyoMobile™
VidyoPanorama™

VidyoRoom™
VidyoVoice™
Vidyo™Software Clients

Vidyo Channel Partners
Vidyo™ Exchange
Vidyo™ Partner Center
Vidyo™ World

Vidyo for Government™

Vidyo Services
Vidyo™ Adoption Services
Vidyo™ Knowledge Centers

B2B Interconnectivity Services
VidyoWay™

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