

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
Band Digital LLC		04/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Massachusetts Capital Resource Company		
Street Address:	420 Boylston Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	LIMITED PARTNERSHIP: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77879701	BANDIGITAL	
Serial Number:	77879699	BANDIGITAL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-307-5920		
Email:	jtuckerbradley@sparklinedigital.com		
Correspondent Name:	James Tucker Bradley		
Address Line 1:	Sparkline Digital		
Address Line 2:	155 Seaport Blvd., 3rd Fl.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
NAME OF SUBMITTER:	James Tucker Bradley		
Signature:	/James Tucker Bradley/		

OP \$65.00 77879701

Date:

06/05/2013

Total Attachments: 7

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RECORDATION FORM COVER SHEET 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):

Band Digital LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Delaware limited liability company

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Massachusetts Capital Resource Company

Internal _____

Address: _____

Street Address: 420 Boylston Street

City: Boston

State: Massachusetts

Country: USA Zip: 02116

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship Massachusetts

Corporation Citizenship _____

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)

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

Execution Date(s) April 30, 2013

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

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)
3920913
3920912

Additional sheet(s) attached? Yes No

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

3920913 - Bandigital
3920912 - Bandigital

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

Name: George W. Thibeault

Internal Address: _____

Street Address: 60 State Street, Suite 700

City: Boston

State: Massachusetts Zip: 02109

Phone Number: 617-248-7520

Fax Number: 617-314-7458

Email Address: thibeault@tbt.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

June 5, 2013

Date

George W. Thibeault
Name of Person Signing

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

7

[Handwritten mark]

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 30, 2013, (the "Agreement") between MASSACHUSETTS CAPITAL RESOURCE COMPANY ("Lender") and BAND DIGITAL LLC, a Delaware limited liability company ("Grantor") is made with reference to the Guaranty dated of even date herewith, from Grantor in favor of Lender, with respect to the Amended and Restated Loan Agreement between and among Lender, Sparkline Digital LLC and SDI LLC dated of even date herewith (as amended from time to time, the "Financing Agreement"). Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the its obligations under the Guaranty, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
- (f) design rights;
- (g) 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;
- (h) 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;
- (i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) 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.

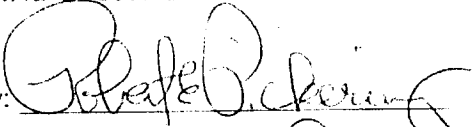
The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Guaranty, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Guaranty, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

BAND DIGITAL LLC

By: 
Name: Robert E. Pickering
Title: CEO

Address for Notices:

Attn: James Tucker Bradley
155 Seaport Blvd.
Boston, MA 02210
Tel: 617-307-5920
Fax: 617-307-5931

LENDER:

MASSACHUSETTS CAPITAL RESOURCE
COMPANY

By: _____

Name: Joan C. McArdle

Title: Senior Vice President

Address for Notices:

Attn: Joan C. McArdle
420 Boylston Street
Boston, MA 02116
Tel: (617) 536-3900
Fax: (617) 536-7930

[Signature Page for IP Security Agreement with Band Digital LLC]

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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

BAND DIGITAL LLC

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: James Tucker Bradley
155 Seaport Blvd.
Boston, MA 02210
Tel: 617-307-5920
Fax: 617-307-5931

LENDER:

MASSACHUSETTS CAPITAL RESOURCE
COMPANY

By: J. C. McArdle _____

Name: Joan C. McArdle

Title: Senior Vice President

Address for Notices:

Attn: Joan C. McArdle
420 Boylston Street
Boston, MA 02116
Tel: (617) 536-3900
Fax: (617) 536-7930

[Signature Page for IP Security Agreement with Band Digital LLC]

TRADEMARK

REEL: 005041 FRAME: 0458

Exhibit B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
Bandigital	77879701	3920913		February 15, 2011
Bandigital	77879699	3920912		November 24, 2009

EXHIBIT C

PATENTS

None