

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
BRICKSTREAM CORPORATION	09/26/2008

**RECEIVING PARTY DATA**

<b>Name:</b>	COMERICA BANK
<b>Street Address:</b>	75 EAST TRIMBLE ROAD
<b>Internal Address:</b>	M/C 4770
<b>City:</b>	SAN JOSE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95131

**PROPERTY NUMBERS Total: 12**

Property Type	Number
Patent Number:	5953055
Patent Number:	6061088
Patent Number:	6141433
Patent Number:	6185314
Patent Number:	6195121
Patent Number:	6263088
Patent Number:	6295367
Patent Number:	7171024
Patent Number:	6263367
Patent Number:	7319479
Application Number:	09964493
Application Number:	11668232

**CORRESPONDENCE DATA**

**CH \$480.00 5953055**

Fax Number: (858)638-5033  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 8586386733  
Email: karen.johanson@dlapiper.com  
Correspondent Name: DLA PIPER US LLP  
Address Line 1: 4365 Executive Drive, Suite 1100  
Address Line 2: ATTN: KAREN JOHANSON  
Address Line 4: SAN JOSE, CALIFORNIA 95054-1191

ATTORNEY DOCKET NUMBER:	329034-
NAME OF SUBMITTER:	Troy Zander

**Total Attachments: 5**  
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of September 26, 2008 by and between COMERICA BANK ("Bank ") and BRICKSTREAM CORPORATION, a Delaware corporation ("Grantor ").

RECITALS

A. Bank 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 that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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 and Patents 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 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 Loan Agreement 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 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.

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.

Address of Grantor:

1349 W Peachtree St, NE  
Atlanta, GA 30309

Attn: Chief Executive Officer

Address of Bank:

75 East Trimble Road, M/C 4770  
San Jose, California 95131  
Attn: Manager

GRANTOR:

BRICKSTREAM CORPORATION

By: 

Title: CEO

BANK:

COMERICA BANK

By: 

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

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
System and method for detecting and analyzing a queue	5953055	9/14/99
System and method for multi-resolution background adaptation	6061088	5/9/00
System and method for segmenting image regions from a scene likely to represent particular objects in the scene	6141433	10/31/00
System and method for matching image information to object model information	6185314	2/6/01
System and method for detecting and analyzing a queue	6195121	2/27/01
System and method for tracking movement of objects in a scene	6263088	7/17/01
System and method for tracking movement of objects in a scene using correspondence graphs	6295367	9/25/01
Systems and methods for determining if objects are in a queue	7171024	1/30/07
System and method for wireless consumer communications	09964493	9/28/01
Systems and methods for determining if objects are in a queue	11668232	1/29/07
Server-determined client refresh periods for dynamic directory services	6263367	7/17/01
System and method for multi-camera linking and analysis	7319479	1/15/08

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BEHAVIORIQ	78693977	8/16/05
BRICKSTREAM	76975294	3/29/01
BRICKSTREAM	76519721	6/3/03