

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Sonic Foundry, Inc. | 03/05/2010 |
| RECEIVING PARTY DATA | |
| Name: | Partners for Growth II, L.P. |
| Street Address: | 180 Pacific Avenue |
| City: | San Francisco |
| State/Country: | CALIFORNIA |
| Postal Code: | 94111 |
| PROPERTY NUMBERS Total: 6 | |
| Property Type | Number |
| Patent Number: | 6970579 |
| Patent Number: | 7149973 |
| Application Number: | 11742137 |
| Application Number: | 11742150 |
| Application Number: | 11742125 |
| Application Number: | 11564061 |
| CORRESPONDENCE DATA | |
| Fax Number: | (415)738-5371 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 415-381-3283 |
| Email: | ben@greenspan-law.com |
| Correspondent Name: | Benjamin Greenspan |
| Address Line 1: | 620 Laguna Road |
| Address Line 4: | Mill Valley, CALIFORNIA 94941 |
| ATTORNEY DOCKET NUMBER: | PFG-SONIC FOUNDRY |

OP \$240.00 6970579

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**PATENT
REEL: 024035 FRAME: 0346**

NAME OF SUBMITTER:

Benjamin Greenspan

Total Attachments: 3

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PATENT COLLATERAL AGREEMENT AND NOTICE

This Patent Collateral Agreement and Notice dated as of March 5, 2010, is between each of Sonic Foundry, Inc. and its subsidiary, Sonic Foundry Media Systems, Inc., each a Maryland corporation with its principal place of business at 222 W. Washington Avenue, Madison, WI 53703 (individually and collectively, "Assignor") and Partners for Growth II, L.P., 180 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement dated March 5, 2010, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain United States patents and/or patent applications as listed on Exhibit 1 hereto (the "Patents"); and

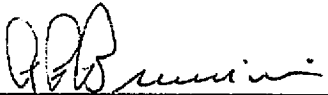
WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Patents and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated March 5, 2010, by and among Assignor and Assignee;

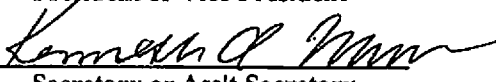
NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Patents and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Borrower:

SONIC FOUNDRY, INC.

By 
President or Vice President

By 
Secretary or Ass't Secretary

PFG:

PARTNERS FOR GROWTH II, L.P.

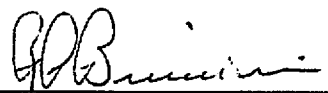
By _____

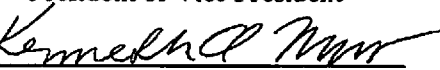
Name: _____

Title: Manager, Partners for Growth II, LLC
Its General Partner

Borrower:

SONIC FOUNDRY MEDIA SYSTEMS, INC.

By 
President or Vice President

By 
Secretary or Ass't Secretary

PATENT COLLATERAL AGREEMENT AND NOTICE

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WHEREAS, Assignor is the owner of certain United States patents and/or patent applications as listed on Exhibit I hereto (the "Patents"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Patents and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated March 5, 2010, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Patents and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Borrower:

SONIC FOUNDRY, INC.

By _____
President or Vice President

By _____
Secretary or Ass't Secretary

Borrower:

SONIC FOUNDRY MEDIA SYSTEMS, INC.

By _____
President or Vice President

By _____
Secretary or Ass't Secretary

PFG:

PARTNERS FOR GROWTH II, L.P.

By Lorraine Nield

Name: LORRAINE NIELD

Title: Manager, Partners for Growth II, LLC
Its General Partner

EXHIBIT 1
Sonic Foundry, Inc. / Sonic Foundry Media Systems, Inc.
Patent Schedule

| Patents | |
|----------------------------------|---|
| Patent/Application Number | Title |
| 6,970,579 (11/29/2005) | Orientation Invariant Feature Detection System and Method for Unstructured Low-Quality Video |
| 7,149,973 | Rich Media Event Production System and Method Including the Capturing, Indexing, and Synchronizing of RGB-based Graphic content |
| 11/564,061 (11/28/2006) | Rich Media Event Production System and Method Including the Capturing, Indexing, and Synchronizing of RGB-based Graphic content |
| 11/7422,125 (4/30/2007) | Rich Media Content Search Engine |
| 11/742,137 (4/30/2007) | Audio Content Search Engine |
| 11/742,150 (4/30/2007) | Automatic Speech Recognition with Textual Content Input |
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