

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
GLOWPOINT INC.	10/17/2013
RECEIVING PARTY DATA	
Name:	MAIN STREET CAPITAL CORPORATION
Street Address:	1300 POST OAK BOULEVARD SUITE 800
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77056
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	7200213
Patent Number:	7664098
Patent Number:	7916717
Patent Number:	8259152
Application Number:	11246956
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	11311530

OP \$200.00 7200213

NAME OF SUBMITTER:	CHRIS ANDERSEN
Signature:	/Chris Andersen/
Date:	10/30/2013
<p>Total Attachments: 31</p> <p>source=MS_Glowpoint - IP Security Agreement (2)#page1.tif source=MS_Glowpoint - IP Security Agreement (2)#page2.tif source=MS_Glowpoint - IP Security Agreement (2)#page3.tif source=MS_Glowpoint - IP Security Agreement (2)#page4.tif source=MS_Glowpoint - IP Security Agreement (2)#page5.tif source=MS_Glowpoint - IP Security Agreement (2)#page6.tif source=MS_Glowpoint - IP Security Agreement (2)#page7.tif source=MS_Glowpoint - IP Security Agreement (2)#page8.tif source=MS_Glowpoint - IP Security Agreement (2)#page9.tif source=MS_Glowpoint - IP Security Agreement (2)#page10.tif source=MS_Glowpoint - IP Security Agreement (2)#page11.tif source=MS_Glowpoint - IP Security Agreement (2)#page12.tif source=MS_Glowpoint - IP Security Agreement (2)#page13.tif source=MS_Glowpoint - IP Security Agreement (2)#page14.tif source=MS_Glowpoint - IP Security Agreement (2)#page15.tif source=MS_Glowpoint - IP Security Agreement (2)#page16.tif source=MS_Glowpoint - IP Security Agreement (2)#page17.tif source=MS_Glowpoint - IP Security Agreement (2)#page18.tif source=MS_Glowpoint - IP Security Agreement (2)#page19.tif source=MS_Glowpoint - IP Security Agreement (2)#page20.tif source=MS_Glowpoint - IP Security Agreement (2)#page21.tif source=MS_Glowpoint - IP Security Agreement (2)#page22.tif source=MS_Glowpoint - IP Security Agreement (2)#page23.tif source=MS_Glowpoint - IP Security Agreement (2)#page24.tif source=MS_Glowpoint - IP Security Agreement (2)#page25.tif source=MS_Glowpoint - IP Security Agreement (2)#page26.tif source=MS_Glowpoint - IP Security Agreement (2)#page27.tif source=MS_Glowpoint - IP Security Agreement (2)#page28.tif source=MS_Glowpoint - IP Security Agreement (2)#page29.tif source=MS_Glowpoint - IP Security Agreement (2)#page30.tif source=MS_Glowpoint - IP Security Agreement (2)#page31.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Security Agreement*”), is entered into as of October 17, 2013, by GLOWPOINT, INC., a Delaware corporation (the “*Company*”), and each of the Company’s Subsidiaries from time to time party hereto (collectively with the Company, “*Grantors*” and each, individually, a “*Grantor*”), and MAIN STREET CAPITAL CORPORATION, a Maryland corporation, as Agent (as defined in the Loan Agreement) for the ratable benefit of itself and the Lenders (together with any successor Agent under the Loan Agreement, “*Secured Party*”).

RECITALS:

WHEREAS, Grantors, Secured Party and Lenders have entered into that certain Loan Agreement of even date herewith (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “*Loan Agreement*”); and

WHEREAS, the execution and delivery of this Security Agreement is a condition precedent to the obligation of Lenders to extend credit to the Company and its Subsidiaries pursuant to the Loan Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and as an inducement to Lenders to enter into the Loan Agreement and extend credit to the Company and its Subsidiaries, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Loan Agreement and used herein are so used as so defined, and the following terms shall have the following meanings. In addition, the terms “to the knowledge of Grantor” and “to Grantor’s knowledge” and any other references to the knowledge or awareness of Grantors mean to the knowledge of each Grantor; a Grantor shall be deemed to have “knowledge” of a particular fact or matter if any director, officer or key employee of such Grantor is actually aware of such fact or matter or would reasonably be expected to discover or otherwise become aware of such matter in the course of conducting a reasonably prudent investigation under the circumstances concerning the existence of such fact or matter.

Collateral has the meaning assigned to it in *Section 2* of this Security Agreement.

Computer Hardware and Software means all of Grantors’ rights (including rights as licensee and lessee) with respect to: (i) computer and other electronic data processing hardware, including all integrated computer systems, central processing units, memory units, display terminals, printers, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories, peripheral devices and other related computer hardware; (ii) all software programs designed for use on the computers and electronic data processing hardware described in clause (i) above, including all operating system software, utilities and

application programs in whatsoever form (source code and object code in magnetic tape, disk or hard copy format or any other listings whatsoever); (iii) any firmware associated with any of the foregoing; and (iv) any documentation for hardware, software and firmware described in clauses (i), (ii) and (iii) above, including flow charts, logic diagrams, manuals, specifications, training materials, charts and pseudo codes.

Copyrights means all types of protective rights granted (or applications therefor) for any work that constitutes copyrightable subject matter, including without limitation, literary works, musical works, dramatic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings, architectural works, in any country of the world and including, without limitation, any works referred to in ***Schedules A, B, and C*** attached hereto.

Copyright License means any agreement material to the operation of any Grantor's businesses, whether written or oral, providing for the grant by or to such Grantor of any right to reproduce a copyrighted work, to prepare derivative works based on a copyrighted work, to distribute copies of a copyrighted work, to perform a copyrighted work or to display a copyrighted work, or to engage in any other legally protected activity with respect to a copyrighted work including, without limitation, any thereof referred to in ***Schedules A, B, and C*** attached hereto.

Intellectual Property means all Patent Applications, Patents, Patent Licenses, Trademark Applications, Trademarks, Trademark Licenses, Copyrights, Copyright Licenses, Trade Secrets, Inventions, Know-how and Other Proprietary Property or technology, and agreements relating thereto, including, without limitation, any and all improvements and future developments material to the operation of any Grantor's businesses, as defined herein and/or referred to in ***Schedules A, B, and C*** attached hereto.

Invention means any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof that is material to the operation of any Grantor's businesses and developed by any Grantor, its employees or agents, whether or not the subject of Patent(s) or Patent Application(s).

Know-how means any knowledge or information that is material to any Grantor's business and that enables such Grantor to operate its business with the accuracy, efficiency or precision necessary for commercial success.

Other Proprietary Property means all types of protectable intangible property rights other than Patents, Trademarks and Copyrights, including without limitation, Trade Secrets, Know-how, Computer Hardware and Software and the like.

Patents means all types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all provisionals, divisions, continuations and continuations-in-part thereof, including, without limitation, all such rights referred to in ***Schedules A, B, and C*** attached hereto.

Patent License means any agreement material to the operation of any Grantor's business, whether written or oral, providing for the grant by or to such Grantor of any right to manufacture, use or sell any Invention covered by a Patent, including, without limitation, any thereof referred to in **Schedules A, B, and C** attached hereto.

Proceeds means "proceeds," as such term is defined in Section 9-102(a)(65) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to any Grantor, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to any Grantor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any Person acting under color of governmental authority), (c) all judgments in favor of any Grantor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

Security Agreement means this Intellectual Property Security Agreement; as amended, restated, amended and restated, or otherwise modified from time to time.

Trade Secret means any scientific or technical information, design, process, pattern, procedure, formula or improvement which is secret and of value.

Trademarks means (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and general intangibles of like nature, and other sources of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing and material to the businesses of any Grantor or hereafter acquired, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed in a national, state or local governmental authority of any country, including, without limitation, all such rights referred to in **Schedules A, B, and C** attached hereto.

Trademark License means any agreement, material to the businesses of any Grantor, written or oral, providing for the grant by or to such Grantor of any right to use any Trademark, including, without limitation, any thereof referred to in **Schedules A, B, and C** attached hereto.

UCC means the Uniform Commercial Code as from time to time in effect in the State of Texas.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations and any and all other covenants and obligations of each Grantor under the Loan Documents, each Grantor hereby assigns and grants to Secured Party for the ratable benefit of itself and the Lenders a continuing security interest in all of such Grantor's right, title and interest in and to the Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may

acquire any right, title or interest (collectively, the “*Collateral*”), including but not limited to all Intellectual Property referred to in *Schedules A, B, and C* attached hereto and all Proceeds and products of any and all of the Intellectual Property.

3. Representations and Warranties Concerning the Intellectual Property. Each Grantor represents and warrants that:

(a) Except for Other Proprietary Property, Know-how, and Trade Secrets, *Schedules A, B, and C* attached hereto include all Intellectual Property owned by such Grantor in its own name or as to which such Grantor has knowledge of any colorable claim of ownership that are material to the business of such Grantor as of the date hereof.

(b) Such Grantor is the sole legal and beneficial owner of the entire right, title and interest in and to the Intellectual Property, and/or has the unrestricted right to use all such Intellectual Property pursuant to a valid license or other agreement.

(c) Such Grantor’s rights in and to the Intellectual Property are valid, subsisting, unexpired, enforceable and have not been abandoned.

(d) All licenses, franchise agreements and other agreements conveying rights in and to the Intellectual Property are identified on *Schedules A, B, and C* attached hereto and are in full force and effect. Such Grantor is not in default under any such agreement, and, to the knowledge of such Grantor, no event has occurred which might constitute a default by such Grantor under any such agreement.

(e) All of the Intellectual Property is free and clear of any and all Liens, other than Permitted Liens, and such Grantor has not granted any release, covenant not to sue, or non-assertion assurance to any third party with respect to any of the Intellectual Property.

(f) To such Grantor’s knowledge, all prior transfers and assignments of the interests of any and all predecessors in the Intellectual Property of such Grantor were duly and validly authorized, executed, delivered, recorded and filed as required to vest such Grantor with complete, unrestricted ownership rights therein.

(g) Such Grantor has not, within the three (3) months prior to the date of execution of this Security Agreement, executed and/or delivered any assignment, transfer or conveyance of any of the Intellectual Property, recorded or unrecorded.

(h) No proceedings have been instituted or are pending or, to such Grantor’s knowledge, threatened that challenge such Grantor’s rights to use the Intellectual Property, or to register or maintain the registration of the Intellectual Property. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of any of the Intellectual Property. No action or proceeding is pending (i) seeking to limit, cancel or question the validity of any of the Intellectual Property or such Grantor’s ownership thereof or (ii) which, if adversely determined, would reasonably be likely result in a Material Adverse Event.

(i) To such Grantor's knowledge, the current conduct of such Grantor's business and such Grantor's rights in and to all of the Intellectual Property do not conflict with or infringe any proprietary right of any third party in any way which may result in a Material Adverse Event. Except as set forth in ***Schedule D*** attached hereto, to Grantor's knowledge, there is no claim by any third party that such conduct or such rights conflict with or infringe any valid proprietary right of any third party in any way which may result in a Material Adverse Event. Such Grantor is not making and has not made use of any confidential information of any third party except pursuant to express agreement of such third party.

(j) To such Grantor's knowledge, no other party is infringing or violating any of such Grantor's Intellectual Property rights. Such Grantor has heretofore exerted, continues and affirmatively covenants that it will hereafter continue to exert commercially reasonable efforts to prevent any infringement by third parties of such Grantor's Intellectual Property rights or any theft thereof at such Grantor's sole cost.

4. Covenants. Each Grantor covenants and agrees with Secured Party that, from and after the date of this Security Agreement until the Obligations are paid in full:

(a) From time to time, upon the written request of Secured Party, and at the sole expense of Grantors, such Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Secured Party may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC in effect in any jurisdiction with respect to the Liens created hereby. Such Grantor also hereby authorizes Secured Party to file any such financing or continuation statement without the signature of such Grantor to the extent permitted by applicable law, which financing or continuation statements may indicate the Collateral as "all assets of debtor," "all personal property of Debtor", "the Collateral described in the Intellectual Property Security Agreement" or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC of the jurisdiction wherein such financing statement or amendment is filed, or as being of an equal or lesser scope or with greater detail, and contain any other information required by Article 9 of the UCC of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment. A carbon, photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

(b) Such Grantor will not create, incur or permit to exist, will take all commercially reasonable actions to defend the Collateral against, and will take such other commercially reasonable action as is necessary to remove, any Lien or claim on or to the Collateral, other than the Permitted Liens, and will take all commercially reasonable actions to defend the right, title and interest of Secured Party in and to any of the Collateral against the claims and demands of all persons whomsoever.

(c) Such Grantor will not sell, transfer, license or sub-license or otherwise dispose of any of the Collateral, or attempt, offer or contract to so do without the prior written consent of the Secured Party, other than non-exclusive licenses entered into by Grantor as permitted by the Loan Agreement.

(d) Such Grantor will advise Secured Party promptly, in reasonable detail, at its address set forth in the Loan Agreement, (i) of any Lien (other than Liens created hereby or permitted under the Loan Agreement) on, or claim asserted against, Collateral and (ii) of the occurrence of any other event which may reasonably be expected to result in a Material Adverse Event.

(e)

(i) Such Grantor (either itself or through licensees) will, except with respect to any Trademark that such Grantor shall reasonably determine is of immaterial economic value to it, (A) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademark, (C) use reasonable efforts to employ such Trademark with the appropriate notice of registration, (D) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless within thirty (30) days after such use or adoption Secured Party shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(ii) Such Grantor will not, except with respect to any Patent that such Grantor shall reasonably determine is of immaterial economic value to it, do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated. Without the prior written consent of Secured Party, such Grantor shall not abandon any right to file a patent application, or abandon any pending patent application or patent if such abandonment could result in a Material Adverse Event.

(iii) Such Grantor will promptly notify Secured Party if it knows that any application relating to any Patent, Trademark or Copyright may become abandoned or dedicated, or of any adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark office or any court or tribunal in any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, or its right to register the same or to keep and maintain the same.

(iv) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent or for the

registration of any Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to Secured Party within fifteen Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of Secured Party, such Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Secured Party may request to evidence Secured Party's security interest in any newly filed Patent, Copyright or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby, and such Grantor hereby constitutes Secured Party its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(v) Such Grantor, except with respect to any Patent, Trademark or Copyright such Grantor shall reasonably determine is of immaterial economic value to it, will take all commercially reasonable and necessary steps, including, without limitation, in any Litigation before any Governmental Authority (if commercially reasonable), to maintain and pursue each application (and to obtain the relevant registration or Patent) and to maintain each Patent and each registration of Trademarks and Copyrights, including, without limitation, filing of applications, applications for reissue, renewal or extensions, the payment of maintenance fees, participation in reexamination, opposition and infringement proceedings, and the filing of renewal applications, affidavits of use and affidavits of incontestability, when appropriate. Any expenses incurred in connection with such activities shall be paid by such Grantor.

(vi) In the event such Grantor knows that any Patent, Trademark or Copyright included in the Collateral is infringed, misappropriated or diluted by a third party, such Grantor shall promptly notify Secured Party after it learns thereof and shall, unless such Grantor shall reasonably determine that such Patent, Trademark or Copyright is of immaterial economic value to such Grantor which determination such Grantor shall promptly report to Secured Party, or take such commercially reasonable actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Patent, Trademark or Copyright.

(vii) If requested by Secured Party, such Grantor will furnish to Secured Party statements, schedules and an inventory identifying and describing the Collateral, including without limitation, all Intellectual Property acquired subsequent to the date of this Security Agreement and not identified on ***Schedules A, B, and C*** attached hereto, all transfers, assignments, licenses or sub-licenses of the Collateral by such Grantor, and such other information in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail. Any such Intellectual Property shall automatically become part of the Collateral.

(f) Such Grantor agrees that it will cause each of its Subsidiaries that is created or acquired after the Closing Date, within fifteen (15) days of such Subsidiary's creation or acquisition by such Grantor, to execute and deliver a Joinder Agreement, agreeing to become a Grantor under this Security Agreement, together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Upon execution of such Joinder Agreement by each such Subsidiary, such Subsidiary shall become a Grantor for all purposes of this Security Agreement, will become a party to, and will be bound by all the terms of, this Security Agreement.

(g) At any time after the date of this Security Agreement, one or more additional Persons may become parties hereto by executing and delivering to Secured Party a Joinder Agreement (as provided in *clause (f)* above) or a counterpart of this Security Agreement, together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Immediately upon such execution and delivery (and without any further action), each such additional Person will become a party to, and will be bound by all the terms of, this Security Agreement.

5. Secured Party's Appointment as Attorney-in-Fact.

(a) Each Grantor irrevocably appoints Secured Party its true and lawful attorney with full power of substitution, in the name of such Grantor, for the sole use and benefit of Secured Party, but at such Grantor's expense, to the extent permitted by law, only to file claims under any insurance policies of such Grantor, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies.

(b) Each Grantor irrevocably appoints Secured Party its true and lawful attorney with full power of substitution, in the name of such Grantor, for the sole use and benefit of Secured Party, but at such Grantor's expense, to the extent permitted by law, only to exercise, all or any of the following powers with respect to all or any of such Grantor's Collateral (to the extent necessary to pay the Obligations in full):

(i) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due upon or by virtue thereof;

(ii) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;

(iii) to take control of, sell, lease, license or otherwise dispose of the same or the Proceeds thereof, as fully and effectually as if Secured Party were the absolute owner thereof;

(iv) to extend the time of payment of any or all thereof and to make any allowance or other adjustment with reference thereto;

(v) to endorse such Grantor's name on any notes, acceptances, checks, drafts, money orders or other evidences of payment on Collateral that may come into Secured Party's possession;

(vi) to sign such Grantor's name on any invoice or bill of lading relating thereto, on any drafts against Obligor or other Persons making payment with respect thereto, on assignments and verifications of accounts or other Collateral and on notices to Obligor making payment with respect thereto;

(vii) to send requests for verification of obligations to any Obligor; and

(viii) to do all other acts and things reasonably necessary to carry out the intent of this Security Agreement.

provided, however, that, except in the case of Collateral that is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Grantor at least ten (10) days' prior written notice of the time and place of any public sale thereof or the time after which any private sale or other intended disposition thereof will be made. If, following the occurrence of a Default, any Obligor or Account Grantor fails to make payment on any Collateral when due, Secured Party is authorized, in its sole discretion, either in its own name or in such Grantor's name, to take such action as Secured Party reasonably shall deem appropriate for the collection of any amounts owed with respect to Collateral or upon which a delinquency exists. Regardless of any other provision of this Security Agreement, however, Secured Party shall not be liable for its failure to collect, or for its failure to exercise diligence in the collection of, any amounts owed with respect to Collateral except for its own fraud, gross negligence, or willful misconduct, nor shall it be under any duty to anyone except Grantor to account for funds that it shall actually receive under this Security Agreement. A receipt given by Secured Party to any Obligor shall be a full and complete release, discharge, and acquittance to such Obligor, to the extent of any amount so paid to Secured Party. Secured Party may apply or set off amounts paid and the deposits against any liability of any Grantor to Secured Party.

6. Performance by Secured Party of Grantors' Obligations. If any Grantor fails to perform or comply with any of its agreements contained herein and if Secured Party, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, then the reasonable expenses of Secured Party incurred in connection with such performance or compliance, together with interest thereon at the interest rate provided for in the Loan Agreement, shall be payable by Grantors to Secured Party on demand and shall constitute Obligations secured hereby.

7. Proceeds. It is agreed that if a Default shall occur and be continuing, then (a) all Proceeds received by the Grantors consisting of cash, checks and other cash equivalents shall be held by the Grantors in trust for Secured Party, segregated from other funds of the Grantors, and shall, forthwith upon receipt by any Grantor, be turned over to Secured Party in the exact form received by such Grantor (duly endorsed by such Grantor to Secured Party, if required), and (b) any and all such Proceeds received by Secured Party (whether from a Grantor or otherwise) shall

promptly be applied by Secured Party against, the Obligations (whether matured or unmatured), such application to be in such order as set forth in Section 3.3 of the Loan Agreement or as otherwise determined by Secured Party in its sole discretion.

8. Remedies Upon Default. If a Default shall have occurred and is continuing, Secured Party shall have the following rights and remedies:

(a) Secured Party may give written notice of Default to any Grantor, following which no Grantor shall dispose of, conceal, transfer, sell or encumber any of the Collateral (including, but not limited to, cash proceeds) without Secured Party's prior written consent, even if such disposition is otherwise permitted hereunder or under any other Loan Document in the ordinary course of business. Any such disposition, concealment, transfer or sale after the receipt of such notice shall constitute a wrongful conversion of the Collateral. Secured Party may obtain a temporary restraining order or other equitable relief to enforce any Grantor's obligation to refrain from so impairing Secured Party's Collateral.

(b) Secured Party may take possession of any or all of the Collateral. Each Grantor hereby consents to Secured Party's lawful entry into any of such Grantor's premises to repossess Collateral, and specifically consents to Secured Party's forcible entry thereto as long as Secured Party causes no significant damage to the premises in the process of entry (drilling of locks, cutting of chains and the like do not in themselves cause "significant" damage for the purposes hereof) and provided that Secured Party accomplishes such entry without a breach of the peace.

(c) Secured Party may dispose of the Collateral at private or public sale in accordance with the UCC. Any required notice of sale shall be deemed commercially reasonable if given at least ten (10) days prior to sale. Secured Party may adjourn any public or private sale to a different time or place without notice or publication of such adjournment, and may adjourn any sale either before or after offers are received. The Collateral may be sold in such lots as Secured Party may elect, in its sole discretion. Secured Party may take such action as it may deem necessary to repair, protect, or maintain the Collateral pending its disposition.

(d) Secured Party may exercise its Lien upon and right of setoff against any monies, items, credits, deposits or instruments that Secured Party may have in its possession and that belong to any Grantor or to any other person or entity liable for the payment of any or all of the Obligations.

(e) Secured Party may exercise any right that it may have under any other Loan Document or otherwise available to Secured Party at law or equity.

9. Limitation on Duties Regarding Preservation of Collateral. Secured Party's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Secured Party would deal with similar property for its own account. Neither Secured Party nor any of its partners, directors, officers, employees or agents shall be liable for failure to

demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise.

10. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

11. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Section Headings. The section headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13. No Waiver: Cumulative Remedies. Secured Party shall not by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Secured Party of any right or remedy hereunder on any occasion shall not be construed as a bar to any right or remedy which Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14. Waivers and Amendments; Successors and Assigns; Interpretation. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by each Grantor and Secured Party, provided that any provision of this Security Agreement may be waived by Secured Party in a written letter or agreement executed by Secured Party or by facsimile transmission from Secured Party. This Security Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the benefit of Secured Party and its successors and assigns. When used herein, the singular shall include the plural, and vice versa, and the use of any gender shall include all other genders, as appropriate.

15. Notices. Any and all notices, elections or demands permitted or required to be made under this Security Agreement must be in writing, signed by the party giving such notice, election or demand, to be effective and shall be deemed to have been given (a) if by telecopy, when transmitted to the appropriate telecopy number, (b) if by mail, on the third Business Day after it is enclosed in an envelope and properly addressed, stamped, sealed, certified return receipt requested, and deposited in the appropriate official postal service, or (c) if by electronic mail or any other means, when actually received or delivered (with respect to electronic mail, each party giving such notice shall be responsible for keeping records acceptable to Lender

regarding all such notices). For notices under this Security Agreement, the parties hereto shall use the addresses and information set forth in the Loan Agreement.

16. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties to this Security Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Facsimile and other electronic copies of manually-signed originals shall have the same effect as manually-signed originals and shall be binding on Grantors and Secured Party.

17. Incorporation of Loan Agreement Provisions. Sections 14.5 (Governing Law), 14.11 (Arbitration), 14.14 (Jury Waiver) and 14.15 (Venue and Service of Process) of the Loan Agreement are hereby incorporated into this Security Agreement by reference and shall have the same force and effect as if expressly set forth herein, *mutatis mutandis*.

18. Actions by Secured Party. *Section 13* of the Loan Agreement shall govern the taking of any actions or exercise of any right or remedy by Agent in its capacity as (a) Agent for the ratable benefit of the Lenders under the Loan Agreement and (b) the “Secured Party” under this Security Agreement.

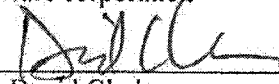
20. NOTICE OF FINAL AGREEMENT. **THIS SECURITY AGREEMENT, THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING BUT NOT LIMITED TO, THE PROVISIONS RELATING TO GOVERNING LAW, JURY WAIVER, VENUE, SERVICE OF PROCESS AND ARBITRATION, CONSTITUTE THE ENTIRE UNDERSTANDINGS OF GRANTORS AND SECURED PARTY AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL AGREEMENTS AND ANY CONTEMPORANEOUS ORAL AGREEMENTS WITH RESPECT TO THE SUBJECT MATTER HEREOF.**

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.


GRANTORS:

GLOWPOINT, INC.,
a Delaware corporation

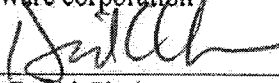
By: 
Name: David Clark
Title: Chief Financial Officer, Treasurer and Secretary

GP COMMUNICATIONS, LLC,
a Delaware limited liability company

By: Glowpoint, Inc., its managing member


By: 
Name: David Clark
Title: Chief Financial Officer, Treasurer and Secretary

AFFINITY VIDEONET, INC.,
a Delaware corporation

By: 
Name: David Clark
Title: Chief Financial Officer, Treasurer and Secretary

SECURED PARTY:

MAIN STREET CAPITAL CORPORATION,
a Maryland corporation,
as Agent

By: 

Name: Robert M. Shuford

Title: Managing Director

SCHEDULE A

Intellectual Property Rights

GLOWPOINT, INC.

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration No.	Registration Date	Goods/Services
CUSTOMERPOINT 43623.00.0009	2,987,011 App. No. 76/584,577	August 23, 2005	(Int'l Class: 38) Providing a secure on-line website for subscribers to manage their accounts for video conferencing and networking services
OPENVIDEO 43623.00.0004	4,085,470 App. No. 85/432,802 <i>Supplemental Register</i>	January 10, 2012	(Int'l Class: 38) Telecommunications services, namely, providing video conferencing services
OPEN VIDEO 43623.00.0002	4,089,259 App. No. 85/314,618 <i>Supplemental Register</i>	January 17, 2012	(Int'l Class: 38) Telecommunications services, namely, providing video conferencing services
GLOWPOINT 43623.00.0020	4,249,041 App. No. 85/503,032	November 27, 2012	(Int'l Class: 38) Telecommunications services, namely providing video conferencing services and networking services, namely providing an Internet-protocol based network devoted to video communications
OPENVIDEO MOBILE	4,251,753 App. No. 85/432,793	November 27, 2012	(Int'l Class: 38) Telecommunications services, namely, providing video

Trademark	Registration No.	Registration Date	Goods/Services
43623.00.0005	<i>Supplemental Register</i>		conferencing services
QUICKBRIDGE	3,230,196 App. No. 76/584,576	April 17, 2007	(Int'l Class: 35) Providing a secure website via a global communications network for scheduling video and audio conferencing services for others
IVE	3,432,702 App. No. 78/615,119	May 20, 2008	(Int'l Class: 9) Downloadable telecommunications software, namely, software for use in voice and video transmission, voicemail services, electronic mail services, video mail services, video messaging services and videoconferencing services (Int'l Class: 38) Telecommunication services, namely, audio and video teleconferencing services; e-mail, voicemail, video mail and video-messaging services

CANADIAN TRADEMARK REGISTRATION

Trademark	Registration No.	Registration Date	Goods/Services
GLOWPOINT 43623.00.0012	604,366	March 5, 2004	Telecommunications service, providing video transmission services for video conferencing and networking services Telecommunications service, providing video transmission services for video conferencing and networking services, namely providing an internet-protocol based network devoted to video communications

EUROPEAN TRADEMARK REGISTRATION

Trademark	Registration No.	Registration Date	Goods/Services
GLOWPOINT 43623.00.0013	002076479	August 1, 2002	(Int'l Class: 38) Telecommunications; telecommunications service, providing video transmission services for video conferencing and networking services
GROW YOUR VINE	004701876	October 26, 2006	(Int'l Class: 9) Computer software for use in the field of telecommunications (Int'l Class: 38) Telecommunications services, namely audio and video teleconferencing services; e-mail, voicemail, video mail and video-messages services
IVE	004701892	April 17, 2007	(Int'l Class: 9) Computer software for use in the field of telecommunications (Int'l Class: 38) Telecommunications services, namely audio and video teleconferencing services; e-mail, voicemail, video mail and video-messages services

U.S. ISSUED PATENTS

Patent No.	Issue Date	Inventor(s)	Title
7,200,213 App. No. 10/990,351 Pub. No. 2005/0105711 43623.00.0015	April 3, 2007	Stuart Morris	Systems and Methods for an Operator System Service
7,664,098 App. No. 10/991,099 Pub. No. 2005/0105465 43623.00.0016	February 16, 2010	Andreas Eriksson	Systems and Methods for Gathering Usage Detail Information for Packet-Based Networks
7,916,717 App. No. 11/045,489 Pub. No. 2005/0180400 43623.00.0017	March 29, 2011	Stuart Morris	Automated Gateway Routing, Incoming and Outgoing
8,259,152 App. No. 11/963,527 Pub. No. 2008/0186377 43623.00.0018	September 4, 2012	Eriksson; Cheema; Morris; Promislovskaya; Chiorazzi; Manriquez	Video Call Distributor

AFFINITY VIDEONET, INC.

U.S. TRADEMARK REGISTRATIONS

Description	Registration/Application Number	Registration/Application Date
SEE WHAT HAPPENS WHEN PEOPLE CONNECT	4,011,933	08/16/2011
AFFINITY VIDEONET	1,953,091	01/30/1996

PENDING U.S. TRADEMARK APPLICATION

Trademark	Application No.	Application No.	Goods/Services
GLOWPOINT NOW 43623.00.0022	86/028,655	August 5, 2013	(Int'l Class: 38) Telecommunications services, namely, providing video conferencing services and networking services, namely, providing an Internet-protocol based network devoted to video communications

U.S. PENDING PATENT APPLICATION

Serial No.	Filing Date	Inventor(s)	Title
11/246,956 43623.00.0019	October 11, 2005	Vitale; Morris	Intelligent Call Management and Redirection

SCHEDULE B

Registered Intellectual Property Rights

GLOWPOINT, INC.

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration No.	Registration Date	Goods/Services
CUSTOMERPOINT 43623.00.0009	2,987,011 App. No. 76/584,577	August 23, 2005	(Int'l Class: 38) Providing a secure on-line website for subscribers to manage their accounts for video conferencing and networking services
OPENVIDEO 43623.00.0004	4,085,470 App. No. 85/432,802 <i>Supplemental Register</i>	January 10, 2012	(Int'l Class: 38) Telecommunications services, namely, providing video conferencing services
OPEN VIDEO 43623.00.0002	4,089,259 App. No. 85/314,618 <i>Supplemental Register</i>	January 17, 2012	(Int'l Class: 38) Telecommunications services, namely, providing video conferencing services
GLOWPOINT 43623.00.0020	4,249,041 App. No. 85/503,032	November 27, 2012	(Int'l Class: 38) Telecommunications services, namely providing video conferencing services and networking services, namely providing an Internet-protocol based network devoted to video communications
OPENVIDEO MOBILE	4,251,753 App. No. 85/432,793	November 27, 2012	(Int'l Class: 38) Telecommunications services, namely, providing video

Trademark	Registration No.	Registration Date	Goods/Services
43623.00.0005	<i>Supplemental Register</i>		conferencing services
QUICKBRIDGE	3,230,196 App. No. 76/584,576	April 17, 2007	(Int'l Class: 35) Providing a secure website via a global communications network for scheduling video and audio conferencing services for others
IVE	3,432,702 App. No. 78/615,119	May 20, 2008	(Int'l Class: 9) Downloadable telecommunications software, namely, software for use in voice and video transmission, voicemail services, electronic mail services, video mail services, video messaging services and videoconferencing services (Int'l Class: 38) Telecommunication services, namely, audio and video teleconferencing services; e-mail, voicemail, video mail and video-messaging services

CANADIAN TRADEMARK REGISTRATION

Trademark	Registration No.	Registration Date	Goods/Services
GLOWPOINT 43623.00.0012	604,366	March 5, 2004	Telecommunications service, providing video transmission services for video conferencing and networking services Telecommunications service, providing video transmission services for video conferencing and networking services, namely providing an internet-protocol based network devoted to video communications

EUROPEAN TRADEMARK REGISTRATION

Trademark	Registration No.	Registration Date	Goods/Services
GLOWPOINT 43623.00.0013	002076479	August 1, 2002	(Int'l Class: 38) Telecommunications; telecommunications service, providing video transmission services for video conferencing and networking services
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U.S. ISSUED PATENTS

Patent No.	Issue Date	Inventor(s)	Title
7,200,213 App. No. 10/990,351 Pub. No. 2005/0105711 43623.00.0015	April 3, 2007	Stuart Morris	Systems and Methods for an Operator System Service
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7,916,717 App. No. 11/045,489 Pub. No. 2005/0180400 43623.00.0017	March 29, 2011	Stuart Morris	Automated Gateway Routing, Incoming and Outgoing
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AFFINITY VIDEONET, INC.

U.S. TRADEMARK REGISTRATIONS

Description	Registration/Application Number	Registration/Application Date
SEE WHAT HAPPENS WHEN PEOPLE CONNECT	4,011,933	08/16/2011
AFFINITY VIDEONET	1,953,091	01/30/1996

SCHEDULE C

Pending Registration Applications

PENDING U.S. TRADEMARK APPLICATION

Trademark	Application No.	Application No.	Goods/Services
GLOWPOINT NOW 43623.00.0022	86/028,655	August 5, 2013	(Int'l Class: 38) Telecommunications services, namely, providing video conferencing services and networking services, namely, providing an Internet-protocol based network devoted to video communications

U.S. PENDING PATENT APPLICATION

Serial No.	Filing Date	Inventor(s)	Title
11/246,956 43623.00.0019	October 11, 2005	Vitale; Morris	Intelligent Call Management and Redirection

SCHEDULE D

Intellectual Property Rights Disclosure

None.