

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2740806

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THAT CORPORATION	02/14/2014
RECEIVING PARTY DATA	
Name:	MIDDLESEX SAVINGS BANK
Street Address:	6 MAIN STREET
City:	NATICK
State/Country:	MASSACHUSETTS
Postal Code:	01760
PROPERTY NUMBERS Total: 36	
Property Type	Number
Patent Number:	5568561
Patent Number:	6192086
Application Number:	09638245
Patent Number:	7822210
Patent Number:	8014741
Application Number:	11445670
Patent Number:	8023590
Patent Number:	8284954
Application Number:	61263087
Application Number:	61293005
Application Number:	61345277
Patent Number:	7940842
Patent Number:	7826621
Patent Number:	8315411
Patent Number:	7830452

Patent Number:	7929054
Patent Number:	8378718
Patent Number:	8416019
Patent Number:	8258870
Patent Number:	8526622
Patent Number:	8582780
Patent Number:	8264606
Application Number:	12987056
Application Number:	13011396
Application Number:	13032528
Application Number:	13108076
Application Number:	13161834
Application Number:	13172116
Patent Number:	8494104
Application Number:	13289906
Application Number:	13324566
Application Number:	13329516
Application Number:	13652860
Patent Number:	8610469
Application Number:	13888931
Application Number:	13921302

CORRESPONDENCE DATA

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NAME OF SUBMITTER:	ALANA C. SNYDER
Signature:	/Alana C. Snyder/
Date:	02/25/2014

Total Attachments: 4
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AMENDMENT NO. 1 TO PATENT SECURITY AGREEMENT

This Amendment No. 1 to Patent Security Agreement (this "*Agreement*"), is entered into as of February 14, 2014 by THAT CORPORATION, a Massachusetts corporation (the "*Grantor*"), in favor of MIDDLESEX SAVINGS BANK (the "*Lender*"), for the benefit of itself and the other Secured Parties (as such term is defined in the Loan Agreement referred to below) (in such capacity, and together with its successors in such capacity, the "*Secured Party*").

WITNESSETH:

WHEREAS, the Grantor is party to a certain Security Agreement dated as of August 25, 2010, as amended from time to time (the "*General Security Agreement*") and a certain Patent Security Agreement dated as of August 25, 2010, as amended from time to time (the "*Patent Security Agreement*") and together with the General Security Agreement are herein sometimes collectively referred to as the "*Security Agreement*") in favor of the Secured Party pursuant to which the Grantor is required to execute and deliver this Agreement;

WHEREAS, the Grantor is holder of certain additional patents to be assigned to the Secured Party and covered by the security interest granted by Grantor to the Secured Party;

WHEREAS, the Grantor wishes to confirm that the security interest granted to Secured Party pursuant to the Security Agreement shall extend to and cover certain additional patents owned by Grantor;

NOW, THEREFORE, in consideration of the foregoing premises and to induce the Secured Party to enter into certain loan accommodations with Grantor, the Grantor hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement, as amended and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Confirmation of Security Interest in Patent Collateral. Grantor hereby confirms that Grantor has pledged and granted to the Secured Party a lien on and a security interest in and to all of its right, title and interest in, to and under all:

- (a) Patents, including such registrations or applications for registration as are listed on Schedule I attached to the Patent Security Agreement;
- (b) Goodwill associated with such Additional Patents (as defined below); and
- (c) Proceeds of any and all of the foregoing.

SECTION 3. Amendment. Grantor does hereby amend the Patent Security Agreement to add specific references to additional patents owned and filed by Grantor since the date of the Security Agreement (the "*Additional Patents*"). The Additional Patents are listed on Schedule II attached hereto. Schedule II is hereby added to the Patent Security Agreement and made a part thereof. Grantor hereby confirms that the Additional Patents are subject to the terms of the Security Agreement and covered by the security interest granted by Grantor to Secured Party.

SECTION 4. No other changes shall be made to the Patent Security Agreement or other Loan Documents and Grantor affirms its obligations under the Security Agreement in their entirety. Grantor also confirms that the Patent Security Agreement, as amended by or added to in connection with this Agreement, constitutes the valid and enforceable obligations of Grantor, and that Grantor has no existing claims, defenses or rights of setoff with respect thereto. This Agreement is not intended to extinguish or affect any of the debt evidenced by the Note or the Loan Agreement, or to otherwise modify any of the obligations under any of the Loan Documents.

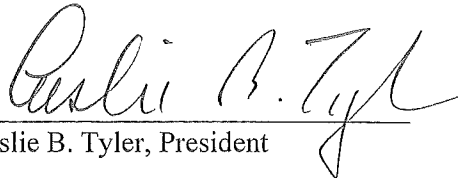
SECTION 5. This Agreement is made in The Commonwealth of Massachusetts and shall be construed in accordance with its laws. If any provision hereof is in conflict with any statute or rule of law of The Commonwealth of Massachusetts or any other statute or rule of law of any other applicable jurisdiction or is otherwise unenforceable, such provisions shall be deemed null and void only to the extent of such conflict or unenforceability and shall be deemed separate from and shall not invalidate any other provision of this Agreement.

SECTION 6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and no other parties shall be a beneficiary hereunder. Neither this Agreement nor any of the provisions hereof can be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


GRANTOR:

THAT CORPORATION

By: 
Leslie B. Tyler, President

LENDER:

MIDDLESEX SAVINGS BANK

By: 
Charles S. Merrill, Vice President

SCHEDULE II

Application No.	Filing Date	Patent No.	Issue Date	Title
08/363,243	12/22/1994	5,568,561	10/22/1996	DIFFERENTIAL LINE RECEIVER WITH COMMON-MODE AC BOOTSTRAPPING
09/483,447	02/20/2001	6192086	02/20/2001	DIGITAL SUB-SYSTEMS AND BUILDING BLOCKS FOR A MOSTLY DIGITAL LOW-COST BTSC COMPATIBLE ENCODER
09/638,245	08/14/2000			BTSC ENCODER
11/204,723		7822210	10/26/2010	CONFIGURABLE RECURSIVE DIGITAL FILTER FOR PROCESSING TELEVISION AUDIO SIGNALS
11/395,990		8014741	09/06/2011	SIGNAL QUALITY ESTIMATION AND CONTROL SYSTEM
11/445,670	06/02/2006			BTSC ENCODER
11/649,538		8023590	09/20/2011	NICAM AUDIO SIGNAL RESAMPLER
11/927,751		8284954	10/09/2012	BTSC ENCODER
61/263,087	11/20/2009			VIRTUAL SURROUND PROCESSING
61/293,005	01/07/2010			COMPRESSOR BASED DYNAMIC BASS
61/345,277	05/17/2010			COMPRESSOR BASED DYNAMIC BASE ENHANCEMENT
12/134,568		7940842	05/10/2011	RECIPROCAL INDEX LOOKUP FOR BTSC COMPATIBLE COEFFICIENTS
12/471,946		7826621	11/02/2010	TELEVISION AUDIO SIGNALS
12/619,655		8315411	11/20/2012	DYNAMIC VOLUME CONTROL AND MULTI-SPATIAL PROCESSING PROTECTION
12/627,317		7830452	11/09/2010	FREQUENCY MODULATION FOR BROADCAST
12/648,520		7929054	04/19/2011	UP-SAMPLING TELEVISION AUDIO SIGNALS FOR ENCODING
12/857,074		8378718	02/19/2013	DYNAMIC SWITCH DRIVER FOR LOW-DISTORTION PROGRAMMABLE-GAIN AMPLIFIER
12/857,163	08/16/2010	8416019	04/09/2013	SYSTEM AND METHOD FOR INTERPOLATING DIGITALLY-CONTROLLED AMPLIFIER GAIN
12/857,246		8258870	09/04/2012	SYSTEM AND METHOD FOR DIGITAL CONTROL OF AMPLIFIER GAIN WITH REDUCED ZIPPER NOISE
12/876,482	09/07/2010	8526622	09/03/2013	CONFIGURABLE FILTER FOR PROCESSING TELEVISION AUDIO SIGNALS
12/896,468	10/01/2010	8582780	11/12/2013	CONFIGURABLE RECURSIVE DIGITAL FILTER FOR PROCESSING TELEVISION AUDIO SIGNALS

12,942,796	11/09/2010	8264606	09/11/2012	DIRECT DIGITAL ENCODING AND RADIO FREQUENCY MODULATION FOR BROADCAST TELEVISION APPLICATIONS
12/987,056	01/07/2011			COMPRESSOR BASED DYNAMIC BASS ENHANCEMENT WITH EQ
13/011,396	01/21/2011			BTSC ENCODER
13/032,528	02/22/2011			BTSC ENCODER
13/108,076	05/16/2011			BTSC ENCODER
13/161,834	06/16/2011			BTSC ENCODER
13/172,116	06/29/2011			BTSC ENCODER
13/236,291		8494104	07/23/2013	NICAM DECODER WITH OUTPUT RESAMPLER
13/289,906	11/04/2011			BTSC ENCODER
13/324,566	12/13/2011			BTSC ENCODER
13/329,516	12/19/2011			BTSC ENCODER
13/652,860	10/16/2012			DYNAMIC VOLUME CONTROL AND MULTI-SPATIAL PROCESSING PROTECTION
13,655,096	10/18/2012	8610469	12/17/2013	DYNAMIC SWITCH DRIVER FOR LOW-DISTORTION PROGRAMMABLE-GAIN AMPLIFIER
13/888,931	05/07/2013			PROGRAMMABLE-GAIN AMPLIFIER
13/921,302	06/19/2013			NICAM DECODER WITH OUTPUT RESAMPLER