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| <b>PATENT ASSIGNMENT COVER SHEET</b> |
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3046444

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| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT  |
| <b>NATURE OF CONVEYANCE:</b>  | PATENT SECURITY AGREEMENT                                     |
| <b>CONVEYING PARTY DATA</b>   |   |
| <b>Name</b>   | <b>Execution Date</b>   |
| SIGNAL PERFECTION, LTD.   | 09/30/2014  |
| <b>RECEIVING PARTY DATA</b>   |   |
| <b>Name:</b>  | GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT |
| <b>Street Address:</b>  | 500 WEST MONROE STREET  |
| <b>Internal Address:</b>  | ATTN: AVI-SPL INC.  |
| <b>City:</b>  | CHICAGO   |
| <b>State/Country:</b>   | ILLINOIS  |
| <b>Postal Code:</b>   | 60661   |
| <b>PROPERTY NUMBERS Total: 3</b>  |   |
| <b>Property Type</b>  | <b>Number</b>   |
| <b>Patent Number:</b>   | 8767593   |
| <b>Patent Number:</b>   | 8625769   |
| <b>Application Number:</b>  | 14105740  |
| <b>CORRESPONDENCE DATA</b>  |   |
| <b>Fax Number:</b>  | (714)755-8290   |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |   |
| <b>Email:</b>   | ipdocket@lw.com   |
| <b>Correspondent Name:</b>  | LATHAM & WATKINS LLP  |
| <b>Address Line 1:</b>  | 650 TOWN CENTER DRIVE   |
| <b>Address Line 2:</b>  | SUITE 2000  |
| <b>Address Line 4:</b>  | COSTA MESA, CALIFORNIA 92626                                  |
| <b>NAME OF SUBMITTER:</b>   | RHONDA DELEON   |
| <b>SIGNATURE:</b>   | /Rhonda DeLeon/   |
| <b>DATE SIGNED:</b>   | 09/30/2014  |
| <b>Total Attachments: 6</b>   |   |
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of September 30, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the First Amended and Restated Credit Agreement, dated as of September 30, 2014 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among AVI-SPL, Inc., as borrower ("Borrower"), AVI-SPL Holdings, Inc., the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated March 28, 2013, in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (which shall exclude all Excluded Property, including "intent-to-use" Trademark applications) of such Grantor (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder to the extent, and on the same terms, set forth in the Guaranty and Security Agreement.

Release of Collateral. Upon Payment in Full (as defined in the Credit Agreement), the Patent Collateral shall be released from the security interest created hereby and this Agreement and all obligations (other than those expressly stated to survive such termination) of Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. Each Grantor is hereby authorized to file UCC amendments at such time evidencing the termination of the security interests so released. At the request of any Grantor following any such termination, Agent shall deliver to such Grantor any Patent Collateral of such Grantor held by Agent hereunder and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

If Agent shall be directed or permitted pursuant to Section 10.10(b) of the Credit Agreement to release any security interest or any Patent Collateral, such Patent Collateral shall be released from the security interest created hereby automatically (and this Agreement shall be deemed amended as necessary with respect thereto) to the extent provided under, and subject to the terms and conditions set forth in such section, and without the need for delivery of any instrument or performance of any act by any party, and all rights to the Patent Collateral shall revert to such Grantor. In connection therewith, Agent, at the request of any Grantor, shall execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such release.

At the time or under the circumstances provided in Section 10.10(a) of the Credit Agreement, any Grantor shall automatically be released from its obligations hereunder, without the need for delivery of any instrument or performance of any act by any party, and all rights to the Patent Collateral of such Grantor shall revert to such Grantor in the event that (i) all of the Stock and Stock Equivalents of such Subsidiary owned by any Loan Party are sold or transferred or such Subsidiary otherwise ceases to be a Subsidiary of a Loan Party, in each case, in a transaction permitted under the Loan Documents (including, without limitation, pursuant to a waiver or consent) and (ii) subject to delivery of written notice by the Borrower to Agent, such Subsidiary becomes a Subsidiary not required to guaranty the Obligations or an Excluded Subsidiary, in each case, in a transaction permitted by the Loan Documents (including pursuant to a waiver or consent). At the request of any Grantor following any such sale or transfer, Agent shall deliver to such Grantor any Patent Collateral of such Grantor held by Agent hereunder and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to further document and evidence such release.


Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Signal Perfection, Ltd.  
as Grantor

By:   
Name: John Zettel  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

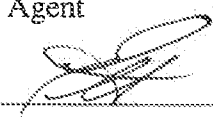
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Signal Perfection, Ltd.  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By:  \_\_\_\_\_  
Name: Ellen D. Weaver  
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

| Title  | Country | Patent No.<br>Issue Date | Applic. No./<br>Filing Date | Owner                   |
|--|---------|--------------------------|-----------------------------|-------------------------|
| Method for managing, scheduling, monitoring and controlling audio and video communication and data collaboration | U.S.    | 8767593<br>7/1/2014      | 12/816583<br>6/16/2010      | Signal Perfection, Ltd. |
| System for managing, scheduling, monitoring and controlling audio and video communication and data collaboration | U.S.    | 8625769<br>1/7/2014      | 12/816611<br>12/13/2013     | Signal Perfection, Ltd. |

2. PATENT APPLICATIONS

| Title                         | Country | Applic. No./<br>Filing Date | Owner   |
|-------------------------------|---------|-----------------------------|---|
| Internet protocol call signal | U.S.    | 14/105740                   | Signal Perfection, Ltd.<br><br>Assignee:<br>Signal Perfection, Ltd., Inc. |

3. IP LICENSES

None.