

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3184688

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TELESTREAM, INC.	01/15/2015
RECEIVING PARTY DATA		
Name:	SILICON VALLEY BANK	
Street Address:	3003 TASMAN DRIVE	
City:	SANTA CLARA	
State/Country:	CALIFORNIA	
Postal Code:	95054	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	6895166
CORRESPONDENCE DATA		
Fax Number:	(800)494-7512	
<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>		
Phone:	202-370-4750	
Email:	ipteam@nationalcorp.com	
Correspondent Name:	BRANDIE SULLIVAN	
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130	
Address Line 2:	NATIONAL CORPORATE RESEARCH, LTD.	
Address Line 4:	WASHINGTON, D.C. 20005	
ATTORNEY DOCKET NUMBER:	F153481	
NAME OF SUBMITTER:	MONICA COURTADE	
SIGNATURE:	/Monica Courtade/	
DATE SIGNED:	01/15/2015	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "**Agreement**"), dated as of January 15, 2015, is entered into by and between **TELESTREAM, INC.**, a Delaware corporation ("**Grantor**") and **SILICON VALLEY BANK**, as Administrative Agent (the "**Agent**") pursuant to that certain Guarantee and Collateral Agreement, dated as of the date hereof, among the Agent, Grantor and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), and pursuant to that certain Credit Agreement, dated as of the date hereof, among Thunder Holdco, Inc., the other Grantors party thereto, the Lenders from time to time party thereto, the Arranger Agent, and the Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "**Credit Agreement**").

Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of the Agent for the ratable benefit of the Secured Parties a Lien and security interest in certain Collateral, including the Patents set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Agent hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the Lien and security interest granted by Grantor to the Agent pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a Lien and security interest in all of Grantor's rights, titles and interests in, to and under the Patents and all Proceeds, Supporting Obligations and products of such Patents, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations. For the purposes of this Agreement, "Patents" means all of the following included in the Collateral: (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Schedule A, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A, and (iii) all rights to obtain any reissues or extensions of the foregoing; provided that no Lien or security interest shall be granted in, and the term "Patents" shall not include, Excluded Assets.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration of the Patents existing as of the date hereof.

(c) The Lien and security interest granted hereby is granted concurrently and in conjunction with the Lien and security interest granted to the Agent for the ratable benefit of the Secured Parties under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Agent, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Patents owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Patents in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Agent from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent to the Lien, security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

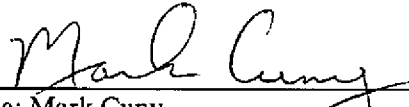
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

Address of Grantor:

848 Gold Flat Road
Nevada City, CA 95959

GRANTOR:

TELESTREAM, INC.,
as Grantor

By: 
Name: Mark Cuny
Title: Chief Financial Officer and Treasurer

Address of Agent:

3003 Tasman Drive
Santa Clara, California 95054

AGENT:

SILICON VALLEY BANK,
as the Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

Address of Grantor:

848 Gold Flat Road
Nevada City, CA 95959

GRANTOR:

TELESTREAM, INC.,
as Grantor

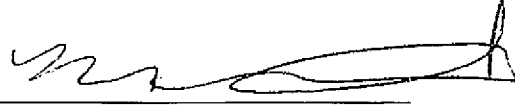
By: _____
Name: _____
Title: _____

Address of Agent:

3003 Tasman Drive
Santa Clara, California 95054

AGENT:

SILICON VALLEY BANK,
as the Agent

By: 
Name: Mounir Gad
Title: Vice President

Schedule A to PATENT SECURITY AGREEMENT

Registered Patent

Registrant	Patent	Registration No.	Registration Date
Telestream, Inc.	Method and apparatus for encoding control data in a video data system	6,895,166	05/17/05

Applications of Registration of Patents

None.