

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3379151

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SONIC FOUNDRY, INC.	05/13/2015
SONIC FOUNDRY MEDIA SYSTEMS, INC.	05/13/2015
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	380 INTERLOCKEN CRESCENT, SUITE 600
City:	BROOMFIELD
State/Country:	COLORADO
Postal Code:	80021
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6970579
Patent Number:	7149973
Patent Number:	7913156
Patent Number:	7983915
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:	JOANNA MCCALL
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:	F156209
NAME OF SUBMITTER:	LAURA A. KENERSON
SIGNATURE:	/Laura A. Kenerson/
DATE SIGNED:	06/02/2015
Total Attachments: 8	

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of May 13, 2015 by and between **SILICON VALLEY BANK** ("Bank") and **SONIC FOUNDRY, INC.**, Maryland corporation ("Sonic Foundry"), and **SONIC FOUNDRY MEDIA SYSTEMS, INC.**, a Maryland corporation ("Sonic Systems" and together with Sonic Foundry, jointly and severally, individually and collectively, the "Grantor"). This Agreement amends and restates each Intellectual Property Security Agreement, dated as of June 16, 2008, by and between Bank and each respective Grantor.

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement, dated as of June 27, 2011, as amended by that certain First Amendment, dated as of May 31, 2013, as further amended by that certain Second Amendment, dated as of January 10, 2014, as further amended by that certain Third Amendment, dated as of March 24, 2014, as further amended by that certain Fourth Amendment, dated as of January 27, 2015 and as further amended by that certain Fifth Amendment, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

Sonic Foundry, Inc.
Sonic Foundry Media Systems, Inc.
222 W. Washington Avenue
Madison, Wisconsin 53703
Attn: Mr. Kenneth Minor
Fax: (608) 443-1609
Email: kenm@sonicfoundry.com

GRANTOR:

SONIC FOUNDRY, INC.

By: Ken Minor
Name: Ken Minor
Title: CEO

SONIC FOUNDRY MEDIA SYSTEMS, INC.

By: Ken Minor
Name: Ken Minor
Title: CEO

Address of Bank:

380 Interlocken Crescent, Suite 600
Broomfield, Tom Hertzberg
Fax: (303) 469-9088
Email: thertzberg@svb.com

BANK:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

Sonic Foundry, Inc.
Sonic Foundry Media Systems, Inc.
222 W. Washington Avenue
Madison, Wisconsin 53703
Attn: Mr. Kenneth Minor
Fax: (608) 443-1609
Email: kenm@sonicfoundry.com

GRANTOR:

SONIC FOUNDRY, INC.

By: _____
Name: _____
Title: _____

SONIC FOUNDRY MEDIA SYSTEMS, INC.

By: _____
Name: _____
Title: _____

Address of Bank:

380 Interlocken Crescent, Suite 600
Broomfield, Tom Hertzberg
Fax: (303) 469-9088
Email: thertzberg@svb.com

BANK:

SILICON VALLEY BANK

By: Pinky Schultz
Name: Pinky Schultz
Title: Head of Structured Products

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patent Schedule

Patent/Application Number	Title	Owner
6,970,579	Orientation Invariant Feature Detection System and Method for Unstructured Low-Quality Video	Sonic Foundry
7,149,973	Rich Media Event Production System and Method Including the Capturing, Indexing, and Synchronizing of RGB-based Graphic Content	Sonic Foundry
7,913,156	Rich Media Event Production System and Method Including the Capturing, Indexing, and Synchronizing of RGB-based Graphic Content	Sonic Foundry
7,983,915	Automatic Speech Recognition with Textual Content Input	Sonic Foundry

EXHIBIT C

Trademark Schedule

Serial Number - Registration Number	Date	Mark	Owner
2744740	4/2000	Sonic Foundry	Sonic Foundry
3172831	11/2006	Mediasite logo	Sonic Foundry
3178908	12/2006	Mediasite	Sonic Foundry
3761708	3/2010	Anvil logo	Sonic Foundry
2399704	5/2006	UK - Mediasite	Sonic Foundry
5004175	11/2006	Japan-Mediasite	Sonic Foundry
619119	9/2004	Canada-Sonic Foundry	Sonic Foundry
695781	9/2007	Canada-Mediasite	Sonic Foundry

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

1827713.1