

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4201737

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	VIDEOLINK LLC	12/21/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	FMP AGENCY SERVICES, LLC, AS AGENT	
<b>Street Address:</b>	21 CUSTOM HOUSE STREET. 10TH FLOOR	
<b>City:</b>	BOSTON	
<b>State/Country:</b>	MASSACHUSETTS	
<b>Postal Code:</b>	02110	
<b>PROPERTY NUMBERS Total: 4</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	9019372	
<b>Patent Number:</b>	9497373	
<b>Application Number:</b>	14831084	
<b>Application Number:</b>	62241407	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(800)914-4240	
<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>Phone:</b>	6142803568	
<b>Email:</b>	John.Salvage@Wolterskluwer.com	
<b>Correspondent Name:</b>	CT CORPORATION SYSTEM	
<b>Address Line 1:</b>	4400 EASTON COMMONS WAY	
<b>Address Line 2:</b>	SUITE 125	
<b>Address Line 4:</b>	COLUMBUS, OHIO 43219	
<b>NAME OF SUBMITTER:</b>	DORIS KA	
<b>SIGNATURE:</b>	/Doris Ka/	
<b>DATE SIGNED:</b>	12/27/2016	
<b>Total Attachments: 7</b>		
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RECORDATION FORM COVER SHEET  
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

VideoLink LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 21, 2016

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: FMP Agency Services, LLC, as Agent

Internal Address: \_\_\_\_\_

Street Address: 21 Custom House Street, 10th Floor

City: Boston

State: MA

Country: USA Zip: 02110

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

See attached Schedule I

See attached Schedule I

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3569

Docket Number: 26960.111

Email Address: dka@cahill.com

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: \_\_\_\_\_

Signature

December 27, 2016

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## **PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 21st day of December, 2016, by and among the Grantors listed on the signature pages hereof (collectively, "Grantors" and each individually "Grantor"), and **FMP AGENCY SERVICES, LLC**, a Delaware limited liability company ("Falcon"), in its capacity as agent for the Noteholder Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Purchase Agreement dated as of April 27, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Purchase Agreement") by and among AVI-SPL Acquisition, Inc., a Delaware corporation ("Parent"), AVI-SPL Merger Sub, Inc., a Delaware corporation ("Merger Sub"), AVI-SPL Holdings, Inc., a Delaware corporation ("Holdings"), AVI-SPL, Inc., a Delaware corporation ("AVI US"), AV Marketplace, Inc., a Florida corporation ("Marketplace"), Signal Perfection Ltd., a Maryland corporation ("Signal"), Audio Visual Innovations, Inc., a Florida corporation ("Audio Visual"), each other subsidiary of the Parent listed as a "Issuer" on the signature pages thereto (together with Merger Sub, AVI US, Holdings, Marketplace, Signal and each other subsidiary of the Parent that executes a joinder agreement and becomes a "Issuer" thereunder, each individually as a "Issuer", and, collectively as the "Issuers"), and each subsidiary of the Parent listed as a "Guarantor" on the signature pages thereto (together with the Parent and each other subsidiary of the Parent that executes a joinder agreement and becomes a "Guarantor" thereunder or otherwise guaranties all or any part of the Obligations (as defined in the Purchase Agreement), each a "Guarantor" and, collectively, the "Guarantors"), and Agent, the Noteholder Group has agreed to make certain financial accommodations available to Issuers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Noteholder Group are willing to make the financial accommodations to Issuers as provided for in the Purchase Agreement and the other Financing Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Noteholder Group, that certain Guaranty and Security Agreement, dated as of April 27, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Noteholder Group, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Purchase Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Noteholder Group, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following (except to the extent any of the following constitutes Excluded Collateral), whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents referred to on Schedule I;

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

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Noteholder Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Noteholder Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms 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. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security

Agreement shall automatically apply thereto (except any patent rights that constitute Excluded Collateral). Grantors shall give Agent notice in writing of any additional patent rights granted after the date hereof pursuant to Section 8(g)(v) of the Guaranty and Security Agreement. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally (with concurrent notice to the Grantors) to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor (other than to the extent such new patent rights constitute Excluded Collateral). Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Financing Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 26 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. INTERCREDITOR AND SUBORDINATION AGREEMENT. Anything herein to the contrary notwithstanding, the liens and security interests securing the Secured Obligations evidenced by this Patent Security Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of Agent hereunder are subject to the provisions of the Subordination and Intercreditor Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**VIDEOLINK LLC**

By: 

Name: John Zettel

Title: Chief Executive Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT (FALCON)]

**PATENT**  
**REEL: 041192 FRAME: 0374**

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**FMP AGENCY SERVICES, LLC**, a Delaware  
limited liability company

By: 

Name: Rafael Fogel

Title: Vice President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT (FALCON)]

**PATENT**  
**REEL: 041192 FRAME: 0375**



SCHEDULE I  
to  
PATENT SECURITY AGREEMENT

**Patents**

<b>Grantor</b>	<b>Country</b>	<b>Patent</b>	<b>Application/ Patent No.</b>	<b>Filing Date</b>
VideoLink LLC	U.S.	Remote Controlled Studio Camera System	9,019,372	February 15, 2012
VideoLink LLC	U.S.	Remote Controlled Studio Camera System	9,497,373	April 22, 2015
VideoLink LLC	U.S.	Internet-Based Video Delivery System	14/831,084	August 20, 2015
VideoLink LLC	U.S.	Transport of Time Sensitive Information Using the Internet	62/241,407	October 14, 2015