

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4243989

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
VIDEOLINK LLC	10/28/2016
RECEIVING PARTY DATA	
Name:	WEBSTER BUSINESS CREDIT CORPORATION
Street Address:	360 LEXINGTON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9019372
Patent Number:	9497373
Application Number:	14831084
Application Number:	62241407
CORRESPONDENCE DATA	
Fax Number:	(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>	
Phone:	614-280-3566
Email:	james.murray@wolterskluwer.com
Correspondent Name:	JAMES MURRAY
Address Line 1:	4400 EASTON COMMONS WAY, SUITE 125
Address Line 2:	CT CORPORATION
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	CORENDA R. LEWIS
SIGNATURE:	/Corenda R. Lewis/
DATE SIGNED:	01/26/2017
Total Attachments: 7	
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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

2. Name and address of receiving party(ies)

Name: Webater Business Credit Corporation

Internal Address:

Street Address: 360 Lexington Avenue

City: New York

State: New York

Country: USA Zip: 10017

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

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

Execution Date(s) October 28, 2016

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)
See Schedule I attached

B. Patent No.(s)
See Schedule I attached

Additional numbers attached? Yes No

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

Name: James Murray

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way

Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3566

Fax Number: 800-914-4240

Email Address: james.murray@wolterskluwer.com

6. Total number of applications and patents involved: 4

- 7. Total fee (37 CFR 1.21(h) & 3.41) \$**
- Authorized to be charged by credit card
 - Authorized to be charged to deposit account
 - Enclosed
 - None required (government interest not affecting title)

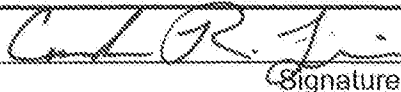
8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

January 25, 2017
Date

Corenda R. Lewis
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 21 day of December, 2016, by and among the Grantors listed on the signature pages hereof (collectively, "Grantors" and each individually "Grantor"), and **WEBSTER BUSINESS CREDIT CORPORATION**, a New York corporation ("Webster"), in its capacity as agent for itself and each other Lender Party (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 Credit Agreement dated as of October 28, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among AVI-SPL Acquisition, Inc., a Delaware corporation ("Parent"), 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 "Borrower" on the signature pages thereto (together with AVI US, Holdings, Marketplace, Signal, Audio Visual and each other subsidiary of the Parent that executes a joinder agreement and becomes a "Borrower" thereunder, each individually as a "Borrower", and, collectively as the "Borrowers"), 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 Credit Agreement), each a "Guarantor" and, collectively, the "Guarantors"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of itself and each other Lender Party, that certain Guaranty and Security Agreement, dated as of October 28, 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 itself and each other Lender Party, 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 Credit 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 itself and each other Lender Party, 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, any other Lender Party, 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 itself and each other Lender Party, 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 Loan 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 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 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

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WEBSTER BUSINESS CREDIT CORPORATION,
a New York corporation

By: 
Name: Daniel P. McGregor
Title: Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Patent	Application/ Patent No.	Filing Date
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