504294817 03/28/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4341498

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
STRATUS VIDEO, LLC	07/06/2015

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 W. SIX MILE ROAD
Internal Address:	MC 7512
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	8498383

CORRESPONDENCE DATA

Fax Number: (858)550-6420

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.

Phone: 858-550-6433

Email: jmfitzpatrick@cooley.com **Correspondent Name:** JENNIFER FITZPATRICK

Address Line 1: C/O COOLEY LLP

Address Line 2: 4401 EASTGATE MALL

Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1744 STRATUS
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	03/28/2017

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 6, 2015 by and between COMERICA BANK ("Bank") and STRATUS VIDEO, LLC, a Delaware limited liability company ("Grantor").

RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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 and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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 Intellectual Property Security 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

1.

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.

GRANTOR:

Address of Grantor:	STRATUS VIDEO, LLC
600 Cleveland Street, Suite 100 Clearwater, FL 33755 Attn:	By: Chief Financial Officer
	BANK:
Address of Bank:	COMERICA BANK
M/C 7512	Ву:
39200 Six Mile Road	Name:
Livonia, MI 48152	Title:
Attn: Liveria Operationa Contar	

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.

GRANTOR: Address of Grantor: STRATUS VIDEO, LLC 600 Cleveland Street, Suite 100 By:___ By:______Name:______ Clearwater, FL 33755 Title: Attn: BANK: Address of Bank: COMERICA BANK M/C 7512 39200 Six Mile Road Name: Kenin Livonia, MI 48152 Title: SVP

Attn: Livonia Operations Center

EXHIBIT A

	Registration	
Description	Number	Registration Date
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EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
Media relay service	8,498,383	07/30/13

EXHIBIT C

Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
STRATUS VIDEO INTERPRETING INSPIRED BY Z	86/428,645	10/20/14
Z5 MAX (and design)	86/504,621	01/15/15
FIREFLY	86/425,878	10/16/14
VIEWME	4,222,994	10/09/12
ODI	4,299,562	03/05/13
ODI POWERED BY STRATUS VIDEO	4,345,645	06/04/13

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RECORDED: 03/28/2017

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