506831317 08/23/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6878137

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date		
HAIVISION NETWORK VIDEO INC.	08/20/2021		

RECEIVING PARTY DATA

Name:	BANK OF MONTREAL	
Street Address:	250 YONGE ST.	
Internal Address:	11TH FLOOR	
City:	TORONTO	
State/Country:	CANADA	
Postal Code:	M5B 2L7	

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	7734684
Patent Number:	7945616

CORRESPONDENCE DATA

Fax Number: (617)428-7045

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: (617) 428-0200

Email: patentadmin@clarkelbing.com

Correspondent Name: CLARK & ELBING LLP
Address Line 1: 101 FEDERAL STREET

Address Line 2: 15TH FLOOR

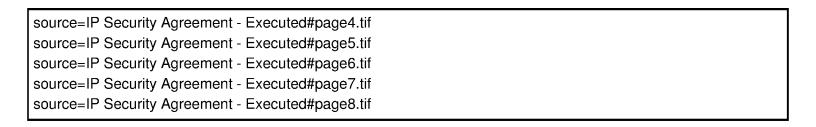
Address Line 4: BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	50783-030001		
NAME OF SUBMITTER:	RICHARD TODD ARMSTRONG, PH.D.		
SIGNATURE: /Richard Todd Armstrong, Ph.D./			
DATE SIGNED:	08/23/2021		

Total Attachments: 8

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PATENT 506831317 REEL: 057258 FRAME: 0865



INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "<u>Agreement</u>") is entered into as of August 20, 2021, between **BANK OF MONTREAL**, a bank chartered under the Bank Act (Canada) ("<u>BMO</u>"), in its capacity as administrative agent for and on behalf of the Secured Parties (in such capacity, together with its successors and assigns, if any, in such capacity, "<u>Agent</u>") and **HAIVISION NETWORK VIDEO INC.**, a Delaware corporation ("Grantor").

RECITALS

- A. Haivision Systems Inc., as borrower (the "Borrower"), BMO and the other financial institutions from time to time party thereto as lenders and Agent are entering into that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented, renewed, extended or otherwise modified from time to time, the "Credit Agreement"). Defined terms used herein without definition shall have the meanings set forth in the Credit Agreement.
- B. All of the Obligations are secured by the assets of Grantor including, without limitation, all of Grantor's patents, trademarks, copyrights and other intellectual property.
- C. Grantor's execution and delivery of this Agreement is a condition to the effectiveness of the Credit Agreement.
- NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Agent hereby agree:

AGREEMENT

- 1. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing lien and security interest in Grantor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Intellectual Property"):
 - a. any and all United States copyright rights, copyright applications, copyright registrations and like protections of Grantor in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret (collectively, the "Copyrights");
 - b. all United States patents, patent applications and like protections of Grantor including improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and all rights therein provided by international treaties or conventions (collectively, "Patents");
 - any United States trademark and servicemark rights of Grantor, whether registered
 or not, applications to register and registrations of the same and like protections,
 and the entire goodwill of the business connected with and symbolized by such
 trademarks (collectively, the "<u>Trademarks</u>");
 - d. any and all trade secrets and trade secret rights, including any rights to unpatented inventions, know-how, operating manuals;
 - e. any and all source code;

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- f. any and all design rights which may be available to Grantor;
- g. any and all claims for damages by way of past, present and future infringement of any of the foregoing, 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; and
- h. all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents.
- 2. Grantor hereby confirms that the attached schedules of Grantor's Copyright, Patent and Trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as $\underline{Exhibits\ A}$, \underline{B} and \underline{C} hereto, respectively, are complete and accurate as of the date hereof.
- 3. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the Exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.
- 4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of any Credit Document by electronic means shall be effective as delivery of an original executed counterpart of such Credit Document. The words "execution," "signed," "signature" and words of like import in any Credit Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.
- 5. This Agreement is a Credit Document and shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank.]

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IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:	GRANTOR:
750 Estate Drive, Suite 104 Deerfield, IL, 60015	HAIVISION NETWORK VIDEO INC.
	By:LWilk
	Name: Lawrence Wilk
	Title: Vice President Finance
Address of Agent:	AGENT:
Bank of Montreal	BANK OF MONTREAL, as Agent
Agent Bank Services Canada	
250 Yonge St., 11th Floor	
Toronto, Ontario M5B 2L7	Ву:
,	Name:
	Title:

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:	GRANTOR:
	HAIVISION NETWORK VIDEO INC.
	By: Name: Title:
Address of Agent:	AGENT:
Bank of Montreal Agent Bank Services Canada 250 Yonge St., 11th Floor Toronto, Ontario M5B 2L7	BANK OF MONTREAL, as Agent By:
Toronto, ontario 1122 22,	Name: Raffi Djourian
Agent Bank Services Canada	Ву:

By: ___

Name: <u>Jean Gagné</u>

Title: Managing Director, Corporate Finance Division

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Toronto, Ontario M5B 2L7

EXHIBIT A

COPYRIGHTS

Nil.

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EXHIBIT B

PATENTS

Country	Country Description		Patent No. Filing D		Filing Date	Issue Date	
US Digital content delivery and viewing system and method			7,734,684		26-SEP-2003 8		8-JUN-2010
US	Digital content delivery and viewing system and method		,945,616	2	9-OCT-2009 17-MAY- 2011		
CA	Digital content delivery and viewing system and method	2	,639,010	2	6-SEP-2003	21-DEC-2010	
CA	Digital content delivery and viewing system and method	2	,500,297	2	6-SEP-2003		0-MAR- 012

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EXHIBIT C

TRADEMARKS

Nil

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PATENT REEL: 057258 FRAME: 0874

RECORDED: 08/23/2021