

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sonic Foundry, Inc.		03/05/2010	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	Partners for Growth II, L.P.
Street Address:	180 Pacific Avenue
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77578793	
Serial Number:	76614061	MEDIASITE
Registration Number:	3178908	MEDIASITE
Registration Number:	3063617	SONICFOUNDRY
Registration Number:	3076315	VERSAVISUAL
Registration Number:	3063478	VERSAVISUAL
Registration Number:	3068001	SONICFOUNDRY
Registration Number:	2744740	SONIC FOUNDRY

CORRESPONDENCE DATA

Fax Number: (415)738-5371
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 415-381-3283
 Email: ben@greenspan-law.com
 Correspondent Name: Benjamin Greenspan
 Address Line 1: 620 Laguna Road

OP \$215.00 77578793

900156375

**TRADEMARK
 REEL: 004162 FRAME: 0311**

Address Line 4: Mill Valley, CALIFORNIA 94941

ATTORNEY DOCKET NUMBER:	PFG-SONIC FOUNDRY
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NAME OF SUBMITTER:	Benjamin Greenspan
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Signature:	/bg2/
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Date:	03/05/2010
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Total Attachments: 3 source=as filed trademark notice#page1.tif source=as filed trademark notice#page2.tif source=as filed trademark notice#page3.tif
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TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of March 5, 2010, is between each of Sonic Foundry, Inc. and its subsidiary, Sonic Foundry Media Systems, Inc., each a Maryland corporation with its principal place of business at 222 W. Washington Avenue, Madison, WI 53703 (individually and collectively, "Assignor") and Partners for Growth II, L.P., 180 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement dated March 5, 2010, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

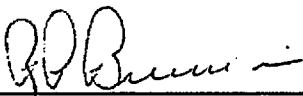
WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated March 5, 2010, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Borrower:

SONIC FOUNDRY, INC.

By 
President or Vice President

By 
Secretary or Ass't Secretary

PFG:

PARTNERS FOR GROWTH II, L.P.


By _____

Name: _____

Title: Manager, Partners for Growth II, LLC
Its General Partner

Borrower:

SONIC FOUNDRY MEDIA SYSTEMS, INC.

By 
President or Vice President

By 
Secretary or Ass't Secretary

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WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated March 5, 2010, by and among Assignor and Assignee:

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Executed as of the date first above written.

Borrower:

SONIC FOUNDRY, INC.

By _____
President or Vice President

By _____
Secretary or Ass't Secretary

Borrower:

SONIC FOUNDRY MEDIA SYSTEMS, INC.

By _____
President or Vice President

By _____
Secretary or Ass't Secretary

PFG:

PARTNERS FOR GROWTH II, L.P.

By Lorraine Nield

Name: LORRAINE NIELD

Title: Manager, Partners for Growth II, LLC
Its General Partner

EXHIBIT 1
Sonic Foundry, Inc. / Sonic Foundry Media Systems, Inc.

Trademark Schedule

Trademarks	
Serial Number - Registration Number	Mark
77/578793 (9/25/08)	Miscellaneous Design (Anvil Guy)
76/614061 / 3172831	Mediasite (and design)
76/614052 / 3178908	Mediasite
(Japan) 2005-080101 / 5004175	Mediasite (cl 35, 38, 41, 42)
(UK) 2399704	Mediasite (cl 9, 35, 38, 41, 42)
(Canada) 1269154 / 695781	Mediasite
78/587741 / 3063617	Sonicfoundry
78/584658 / 3076315	Versavisual (and design)
78/584519 / 3063478	Versavisual (cl 9, 38)
78/587726 / 3068001	Sonicfoundry (and design) (cl 9, 42)
78/002838 / 2744740	Sonicfoundry (words only) (cl 9)
(Canada) 1114364 / 619119	Sonic Foundry