

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                     |
|----------------------------------|--|-----------------------|---------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                     |
| <b>NATURE OF CONVEYANCE:</b>     | SECURITY INTEREST  |                       |                     |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                     |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>  |
| Synacor, Inc.                    |  | 07/21/2011            | CORPORATION: NEVADA |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                     |
| <b>Name:</b>                     | Bridge Bank, National Association  |                       |                     |
| <b>Street Address:</b>           | 55 Almaden Boulevard   |                       |                     |
| <b>City:</b>                     | San Jose   |                       |                     |
| <b>State/Country:</b>            | CALIFORNIA   |                       |                     |
| <b>Postal Code:</b>              | 95113  |                       |                     |
| <b>Entity Type:</b>              | National banking association: CALIFORNIA   |                       |                     |
| <b>PROPERTY NUMBERS Total: 5</b> |  |                       |                     |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                     |
| <b>Registration Number:</b>      | 3574172  | LEARNING EDGE         |                     |
| <b>Registration Number:</b>      | 3640106  | @ THE WATERCOOLER     |                     |
| <b>Registration Number:</b>      | 3845544  | GAME SOMNIA           |                     |
| <b>Registration Number:</b>      | 2845578  | SYNACOR               |                     |
| <b>Registration Number:</b>      | 2811272  | SYNACOR               |                     |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                     |
| <b>Fax Number:</b>               | (617)350-6878  |                       |                     |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                     |
| <b>Phone:</b>                    | 6173506800   |                       |                     |
| <b>Email:</b>                    | trademarks@gesmer.com  |                       |                     |
| <b>Correspondent Name:</b>       | Susan M. Mulholland/GESMER UPDEGROVE LLP   |                       |                     |
| <b>Address Line 1:</b>           | 40 Broad Street  |                       |                     |
| <b>Address Line 4:</b>           | Boston, MASSACHUSETTS 02109  |                       |                     |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 122315   |                       |                     |

**CH \$140.00 3574172**

|  |                     |
|--|---------------------|
| NAME OF SUBMITTER:   | Susan M. Mulholland |
| Signature:   | /sm mulholland/     |
| Date:  | 07/22/2011          |
| <b>Total Attachments: 7</b><br>source=Synacor Security Agreement#page1.tif<br>source=Synacor Security Agreement#page2.tif<br>source=Synacor Security Agreement#page3.tif<br>source=Synacor Security Agreement#page4.tif<br>source=Synacor Security Agreement#page5.tif<br>source=Synacor Security Agreement#page6.tif<br>source=Synacor Security Agreement#page7.tif |                     |

AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 22, 2011 (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Bank") and SYNACOR, INC. ("Grantor") is made with reference to the Amended and Restated Loan and Security Agreement, dated as of the date herein (as amended from time to time, the "Loan Agreement"), between Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

RECITALS

Bank and Grantor are parties to that certain Intellectual Property Security Agreement, dated June 26, 2009 ("Original IP Security Agreement"), which secured in part the indebtedness and obligations due under that certain Business Finance Agreement, dated February 10, 2006, by and between Bank and Grantor ("Original Loan Agreement").

Bank and Grantor amended the Original Loan Agreement pursuant to (i) that certain Business Financing Modification Agreement, dated February 23, 2007 ("2007 Amendment"), (ii) that certain Business Financing Modification Agreement, dated June 26, 2009 ("2009 Amendment I"), and (iii) that certain Amendment to Loan and Security Agreement, dated June 26, 2009.

Bank and Grantor wish to amend and restate the Original IP Security Agreement in order to remain consistent with all amendments and restatement in the Loan Agreement.

AGREEMENT

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor continues, restates and grants again to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without

limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, 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;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property also does not include any of the following: (a) any intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise; or (b) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such transfer is unenforceable under applicable law); provided, however, that upon termination of such prohibition, such interest shall immediately become Intellectual Property without any action by Grantor or Bank.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, 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 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 such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

(Remainder of the page is blank. Signatures appear on the following page.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**SYNACOR, INC.**

By: \_\_\_\_\_



Name: Ron Frankel

Title: Chief Executive Officer

Address for Notices:

Attn: Ron Frankel  
Chief Executive Officer  
40 LaRiviere Drive, Suite 300  
Buffalo, New York 14202  
Tel: (716) 853-1362  
Fax: \_\_\_\_\_

**BANK:**

**BRIDGE BANK, NATIONAL  
ASSOCIATION**

By: \_\_\_\_\_

Name: Charles A. Wehr

Title: Vice President

Address for Notices:

Attn: Michael Field  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Tel: (408) 556-6501  
Fax: (408) 282-1681

(Synacor Signature Page to IP Loan Agreement - July 2011)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

SYNACOR, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BANK:**

BRIDGE BANK, NATIONAL  
ASSOCIATION

By: Michael Field

Name: ~~Charles A. Weber~~ Michael Field

Title: Vice President

Address for Notices:

Attn: Robert S. Rusak  
Chief Financial Officer  
40 LaRiviere Drive, Suite 300  
Buffalo, New York 14202  
Tel: (716) 853-1362  
Fax: \_\_\_\_\_

Address for Notices:

Attn: Michael Field  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Tel: (408) 556-6501  
Fax: (408) 282-1681

(Synacor Signature Page to IP Loan Agreement - July 11)

512854.1

**TRADEMARK**  
**REEL: 004589 FRAME: 0259**

EXHIBIT A  
COPYRIGHTS

No registered copyrights.

EXHIBIT B  
TRADEMARKS

| Mark            | U.S. Serial No. | U.S. Reg. No. | Filing Date: | Reg. Date: |
|-----------------|-----------------|---------------|--------------|------------|
| @THEWATERCOOLER | 77/070152       | 3,640,106     | 12/22/2006   | 06/16/2009 |
| GAME SOMNIA     | 77/060117       | 3,845,544     | 12/08/2006   | 09/07/2010 |
| LEARNING EDGE   | 78/956327       | 3,574,172     | 08/21/2006   | 02/10/2009 |
| SYNACOR         | 76/340902       | 2,811,272     | 11/23/2001   | 02/03/2004 |
| SYNACOR         | 76/340903       | 2,845,578     | 11/23/2001   | 05/25/2004 |



EXHIBIT C

PATENTS

No published or issued patents.