

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|----------------------------------|--|-------------------|-----------------------|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the Assignor Synacor, Inc.'s state of citizenship from Nevada to Delaware previously recorded on Reel 004589 Frame 0254. Assignor(s) hereby confirms the Security Interest. | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Synacor, Inc. | | 07/22/2011 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bridge Bank, National Association | | |
| Street Address: | 55 Almaden Boulevard | | |
| City: | San Jose | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95113 | | |
| Entity Type: | National banking association: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3574172 | LEARNING EDGE | |
| Registration Number: | 3640106 | @ THE WATERCOOLER | |
| Registration Number: | 3845544 | GAME SOMNIA | |
| Registration Number: | 2845578 | SYNACOR | |
| Registration Number: | 2811272 | SYNACOR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (617)350-6878 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 6173506800 | | |
| Email: | trademarks@gesmer.com | | |
| Correspondent Name: | Susan M. Mulholland/GESMER UPDEGROVE LLP | | |
| Address Line 1: | 40 Broad Street | | |
| Address Line 4: | Boston, MASSACHUSETTS 02109 | | |
| NAME OF SUBMITTER: | Susan M. Mulholland | | |

CH \$140.00 3574172

900198017

TRADEMARK
REEL: 004591 FRAME: 0115

| | |
|---|-----------------|
| Signature: | /sm mulholland/ |
| Date: | 07/26/2011 |
| Total Attachments: 11 source=Synacor Security Lien Correction#page1.tif source=Synacor Security Lien Correction#page2.tif source=Synacor Security Lien Correction#page3.tif source=Synacor Security Lien Correction#page4.tif source=Synacor Security Lien Correction#page5.tif source=Synacor Security Lien Correction#page6.tif source=Synacor Security Lien Correction#page7.tif source=Synacor Security Lien Correction#page8.tif source=Synacor Security Lien Correction#page9.tif source=Synacor Security Lien Correction#page10.tif source=Synacor Security Lien Correction#page11.tif | |

TO: SUSAN M. MULHOLLAND/GESMER UPDEGROVE LLP COMPANY: 40 BROAD STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.107/22/2011
900197795

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

DE

CHI \$140.00 3574172

TO: SUSAN M. MULHOLLAND/GESMER UPDEGROVE LLP COMPANY: 40 BROAD STREET

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

312854.1

TRADEMARK
REEL: 004591 FRAME: 0121

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

GRANTOR:

SYNACOR, INC.

By: _____

Name: _____

Title: _____

Address for Notices:

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

BANK:

BRIDGE BANK, NATIONAL
ASSOCIATION

By: Michael Field

Name: ~~Charles A. Wehr~~ Blake Reid

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 11)

512834.1

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.

512854.3