

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330357

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Smartvue Corporation		11/24/2014	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Ellis Communications, Inc., as Collateral Agent
<b>Street Address:</b>	888 3rd Street, NW
<b>Internal Address:</b>	Suite A
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30318
<b>Entity Type:</b>	CORPORATION: GEORGIA
<b>Name:</b>	Knoll Ventures, LLC, as Collateral Agent
<b>Street Address:</b>	888 3rd Street, NW
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30318
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2563738	SMARTVUE
Registration Number:	3735718	EYEONIC
Registration Number:	3019599	SEE FOR YOURSELF
Registration Number:	3475781	BE THERE.
Registration Number:	3179502	SMARTVUE
Registration Number:	4268231	SHAREVUE
Registration Number:	4316038	CLOUDVUE
Registration Number:	4346392	COMMANDVUE

## CORRESPONDENCE DATA

Fax Number: 6785532602

*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.*

TRADEMARK

**Phone:** 6785532601  
**Email:** jimmarl@gtlaw.com  
**Correspondent Name:** LaShana C. Jimmar, Paralegal  
**Address Line 1:** Greenberg Traurig, LLP  
**Address Line 2:** 3333 Piedmont Road, NE, Suite 2500  
**Address Line 4:** Atlanta, GEORGIA 30305

**ATTORNEY DOCKET NUMBER:** 080877.011000

**NAME OF SUBMITTER:** LaShana C. Jimmar

**SIGNATURE:** /LaShana C. Jimmar/

**DATE SIGNED:** 01/28/2015

**Total Attachments: 5**

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source=Smartvue Corporation Trademark Security Agreement#page5.tif

Trademark Security Agreement

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of November 24, 2014 (this "Trademark Security Agreement"), is made by SMARTVUE CORPORATION, a Delaware corporation (the "Company"), in favor of ELLIS COMMUNICATIONS, INC., A Georgia corporation, and KNOLL VENTURES LLC, jointly as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

**WHEREAS**, the Company, the investors from time to time parties thereto (the "Investors") and the Collateral Agent have entered into a Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Note Agreement");

**WHEREAS**, in connection with the Note Agreement, the Company has entered into the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Security Agreement requires the Company to execute and deliver this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Note Agreement, the Company hereby agrees as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition are used as defined in the Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** The Company, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Company, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral");

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Company of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**SECTION 3. Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Company hereby acknowledges and agrees that the

rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


**SECTION 4. Company Remains Liable.** The Company hereby agrees that, anything herein to the contrary notwithstanding, the Company shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

**SECTION 5. Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**SECTION 6. Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Delaware.

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SMARTVUE CORPORATION

By:   
Name: Martin Renkis  
Title: CEO

Acknowledged and Agreed to as of the date hereof:

COLLATERAL AGENT:

ELLIS COMMUNICATIONS, INC.

By:   
Name: U. Bertram Ellis Jr.  
Title: CEO

KNOLL VENTURES LLC

By:   
Name: David Dorman

Trademarks and Trademark Licenses

1. REGISTERED TRADEMARKS

Smartvue Trademarks List  
11/28/2014

1. Smartvue®  
Filed 3/31/2000  
Registered 4/23/2002  
Serial #78001988  
Trademark #2563738

2. Eyeonic®  
Filed 8/18/2008  
Registered 1/12/2010  
Serial #77477519  
Trademark #3735718

3. See for Yourself®  
Filed 5/22/2003  
Registered 11/29/2005  
Serial #78253198  
Trademark #3019599

4. Be There®  
Filed 12/12/2007  
Published 5/13/2008  
Serial #77350447  
Trademark #3475781

5. Smartvue (Concentric Circles Graphic)  
Filed 4/25/2005  
Registered 12/5/2006  
Serial #78615886  
Trademark #3179502

6. Sharevue®  
Filed 12/2011  
Registered 1/1/2013  
Serial #85627979  
Trademark #4268231

7. Cloudvue®  
Filed 5/17/2012  
Registered 4/9/2013  
Serial #85628331  
Trademark #4316038

8. Commandvue®  
Filed 10/3/2012  
Registered 6/4/2013  
Serial #85744579  
Trademark #4346392

II. TRADEMARK APPLICATIONS

N/A

III. TRADEMARK LICENSES

N/A