

900382881 10/27/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM403501

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QUMU, Inc.		10/21/2016	Corporation: CALIFORNIA
QUMU Corporation		10/21/2016	Corporation: MINNESOTA

RECEIVING PARTY DATA

Name:	Hale Capital Partners, LP
Street Address:	17 State Street, Suite 3230
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85966977	Q
Serial Number:	85966953	HOW BUSINESS DOES VIDEO
Serial Number:	86173258	PATHFINDER
Serial Number:	85432293	QUMU
Serial Number:	85432314	QUMU
Serial Number:	85967056	QUMU
Serial Number:	85305263	S
Serial Number:	85433581	VIDEO THAT DELIVERS
Serial Number:	86217367	VIDEONET EDGE

CH \$240.00 85966977

CORRESPONDENCE DATA

Fax Number:

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.

Email: stokesb@gtlaw.com

Correspondent Name: Bethany Stokes

Address Line 1: Greenberg Traurig

Address Line 2: 1 INTERNATIONAL PLACE, Suite 2000

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Bethany Stokes
SIGNATURE:	/Bethany Stokes/
DATE SIGNED:	10/27/2016
Total Attachments: 5 source=110939208_v 1_Hale Capital Partners LP - Qumu Corporation - Trademark Security Agreement (Fully Executed)#page1.tif source=110939208_v 1_Hale Capital Partners LP - Qumu Corporation - Trademark Security Agreement (Fully Executed)#page2.tif source=110939208_v 1_Hale Capital Partners LP - Qumu Corporation - Trademark Security Agreement (Fully Executed)#page3.tif source=110939208_v 1_Hale Capital Partners LP - Qumu Corporation - Trademark Security Agreement (Fully Executed)#page4.tif source=110939208_v 1_Hale Capital Partners LP - Qumu Corporation - Trademark Security Agreement (Fully Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”) is made as of this 21st day of October, 2016, by QUMU CORPORATION, a Minnesota corporation, and QUMU, INC., a California corporation (collectively and individually, the “Grantor”), in favor of HALE CAPITAL PARTNERS, LP, in its capacity as administrative agent for itself and the Lenders party to the Credit Agreement (defined below) (“Administrative Agent”):

W I T N E S S E T H:

WHEREAS, Grantor, and/or certain of its affiliates, Administrative Agent and Lenders are parties to a certain Term Loan Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) providing for the Term Loans to be made to Grantor, and/or certain of its affiliates, by Lenders;

WHEREAS, to induce Administrative Agent and the Lenders to enter into the Credit Agreement, Grantor agreed to execute and deliver to Administrative Agent that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which Grantor granted to Administrative Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor’s trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Company under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following included in the Collateral (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

3. Termination. This Agreement shall remain in full force and effect until all of the Secured Obligations shall have been Paid in Full.

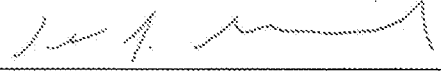
4. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

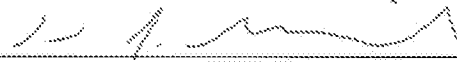
GRANTOR:

QUMU CORPORATION, a Minnesota corporation

By: 

Name: Peter J. Goepfrich
Title: Chief Financial Officer

QUMU, INC., a California corporation

By: 

Name: Peter J. Goepfrich
Title: Chief Financial Officer

(Signature Page to Trademark Security Agreement)

Agreed and Accepted As of the Date First
Written Above

ADMINISTRATIVE AGENT:

HALE CAPITAL PARTNERS, LP

By:  _____

Name: Martin M. Hale, Jr.

Title: Chief Executive Officer

(Signature Page to Trademark Security Agreement)

Schedule A to Trademark Security Agreement
 by Qumu Corporation, a Minnesota corporation, and Qumu, Inc., a California corporation in
 favor of Hale Capital Partners, LP

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Status	Class
Circle Design	United States of America	85/966,977	06/21/2013			Abandoned	09 Int., 42 Int.
HOW BUSINESS DOES VIDEO	United States of America	85/966,953	06/21/2013	4,557,325	06/24/2014	Registered	09 Int., 42 Int.
PATHFINDER	United States of America	86/173,258	01/23/2014	4,871,252	12/15/2015	Registered	09 Int.
QUMU	United States of America	85-432,293	09/26/2011	4,252,571	12/04/2012	Registered	09 Int., 42 Int.
QUMU	Canada	1,569,961	03/22/2012	TMA862,252	10/08/2013	Registered	09 Int., 42 Int.
QUMU	Chile	999.754	03/23/2012	1023977	07/22/2013	Registered	09 Int.
QUMU	Colombia	12-051476	03/27/2012	463810	10/29/2012	Registered	09 Int.
QUMU	India	2304828	03/23/2012			Published	09 Int., 42 Int.
QUMU	Mexico	1259927	03/21/2012	1307851	08/29/2012	Registered	09 Int.
QUMU	Australia	1128553	03/22/2012	1128553	03/22/2012	Registered	09 Int., 42 Int.
QUMU	China (People's Republic)	1128553	03/22/2012	1128553	03/22/2012	Registered	09 Int., 42 Int.
QUMU	European Union (Community)	1128553	03/22/2012	1128553	03/22/2012	Registered	09 Int., 42 Int.
QUMU	Int'l Registration - Madrid Protocol Only	1128553	03/22/2012	1128553	03/22/2012	Registered	09 Int., 42 Int.
QUMU	Japan	1128553	03/22/2012	1128553	03/22/2012	Registered	09 Int., 42 Int.
QUMU	Korea, Republic of	1128553	03/22/2012	1128553	03/22/2012	Registered	09 Int., 42 Int.
QUMU	Norway	1128553	03/22/2012	1128553	03/22/2012	Registered	09 Int., 42 Int.
QUMU	Russian Federation	1128553	03/22/2012	1128553	03/22/2012	Registered	42 Int.
QUMU	Singapore	1128553	03/22/2012	1128553	03/22/2012	Registered	09 Int., 42 Int.
QUMU	Switzerland	1128553	03/22/2012	1128553	03/22/2012	Registered	09 Int., 42 Int.
QUMU	Turkey	1128553	03/22/2012	1128553	03/22/2012	Registered	09 Int., 42 Int.
QUMU	Mexico	1259926	03/21/2012	1304250	08/16/2012	Registered	42 Int.
QUMU	Brazil	840068450	03/26/2012			Published	42 Int.
QUMU	Chile	999.755	03/23/2012	1081833	01/27/2014	Registered	42 Int.
QUMU	Colombia	12-051470	03/27/2012	465984	12/17/2012	Registered	42 Int.
QUMU & Design	United States of America	85-432,314	09/26/2011	4,266,641	01/01/2013	Registered	42 Int.
QUMU & Design (Color)	United States of America	85/967,056	06/21/2013	4,557,326	06/24/2014	Registered	09 Int., 42 Int.
S (Stylized)	United States of America	85/305,263	04/26/2011	4,195,553	08/21/2012	Registered	09 Int., 42 Int.
VIDEO THAT DELIVERS	United States of America	85-433,581	09/27/2011	4,149,583	05/29/2012	Registered	09 Int., 42 Int.
VIDEONET EDGE	United States of America	86/217,367	03/11/2014			Pending	42 Int.