

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601402

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HAIVISION SYSTEMS INC.		10/05/2020	Corporation: CANADA
HAIVISION NETWORK VIDEO INC.		10/05/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	88328655	KRAKEN
Serial Number:	88328660	SRTHUB
Serial Number:	88328668	KB
Serial Number:	88328672	MAKITO
Serial Number:	88328679	HAIVISION
Serial Number:	88328683	SRT
Serial Number:	88328685	STREAMSRT
Serial Number:	88328717	HAIVISION PLAY
Serial Number:	88721654	HUBLINK
Serial Number:	88721612	HUBLINK
Serial Number:	88721588	HUBLET
Registration Number:	3545969	VIDEO FURNACE

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.

Phone: 2023704750

Email: ipteam@cogencyglobal.com

TRADEMARK

Correspondent Name: Jennifer Tindie
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1274047 TM

NAME OF SUBMITTER: Andrew Nash

SIGNATURE: /Andrew Nash/

DATE SIGNED: 10/06/2020

Total Attachments: 9

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (“Agreement”) is entered into as of October 5, 2020 by and between (i) **SILICON VALLEY BANK**, a California corporation (“Bank”), and each of (ii) **HAIVISION SYSTEMS INC.**, a corporation organized under the laws of Canada, and **HAIVISION NETWORK VIDEO INC.**, a Delaware corporation (each and together, jointly and severally, “Grantor”). This Agreement amends, restates, and supersedes in its entirety (x) that certain Intellectual Property Security Agreement dated as of September 30, 2014 by and between Grantor and Bank, (y) that certain Intellectual Property Security Agreement dated as of January 27, 2017 by and between Haivision Systems Inc. and Bank, and (z) that certain Intellectual Property Security Agreement dated as of January 4, 2019 by and between Haivision Systems Inc. and Bank.

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the Obligations of Grantor under the Loan Agreement, to secure Bank Services, and to secure other obligations outside of the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest and movable hypothec without delivery in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Loan Agreement, to secure Bank Services, and to secure other obligations outside of the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest and Hypothec. To secure its Obligations to Bank, to secure Bank Services, and to secure other obligations outside of the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

2. Recordation. Grantor authorizes the Canadian Intellectual Property Office, the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the State of Massachusetts or any other jurisdiction). Notwithstanding the foregoing, this Agreement shall be governed by the laws of the Province of Québec and the laws of Canada applicable therein, to the extent that the hypothecation granted hereunder is governed by such laws pursuant to the laws of the Province of Québec (including the conflict of laws provisions thereof).

8. Language. The parties acknowledge that they have required that this Agreement and all related documents be prepared in English./Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

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IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

c/o Haivision Systems Inc.
2600 Alfred Nobel Blvd, 5th Floor
Saint-Laurent
Quebec, Canada H4S 0A9
Attn: Dan Rabinowitz

HAIVISION SYSTEMS INC.

By: 

Name: Mirosław Wiercia

Title: CEO

HAIVISION NETWORK VIDEO INC.

By: 

Name: Mirosław Wiercia

Title: CEO

BANK:

Address:

Silicon Valley Bank
275 Grove Street, Suite 2-200
Boston, MA 02466
Attn: Chris Leary

SILICON VALLEY BANK

By: 

Name: Chris Leary

Title: Director

TRADEMARK

REEL: 007071 FRAME: 0555

EXHIBIT A

Copyrights

Haivision Systems Inc. asserts copyright protection on all (i) product datasheets, case studies, application notes and presentations; (ii) product manuals; and (iii) product user interfaces.

EXHIBIT B

Patents

I. HAIVISION SYSTEMS INC.

Country	Description	Patent No.	Filing Date	Issue Date
CA	Method, Apparatus and Systems for Transporting Multimedia Conference Data Stream	2,231,780	09-12-1996	12-19-2006
CA	Multimedia Multipoint Telecommunications Reservation Systems	2,195,276	01-16-1997	08-21-2007
CA	Circuit Set-up and Cashing for Multimedia Multipoint Servicers and al.	2,300,214	08-20-1998	08-02-2005
CA	Multimedia Multipoint Telecommunications Reservations Acceptance Systems and Controllers	2,293,255	06-03-1998	12-07-2004
CA	Method and System for the Establishment of Complex Networks Telepresence Conference	2,644,813	11-25-2008	
CA	Asynchronous Transfer Mode (ATM) Multicast Tree Delivery Switching	2,295,794	06-24-1998	03-20-2012
EU	Digital Content Delivery and Viewing System and Method	03 798 768.2 (Application)	03-16-2020	

II. HAIVISION NETWORK VIDEO INC.

Country	Description	Patent No.	Filing Date	Issue Date
US	Digital Content Delivery and Viewing System and Method	7,734,684	09-26-2002	06-08-2010
US	Digital Content Delivery and Viewing System and Method	7,945,616	10-29-2009	05-17-2011
CA	Digital Content Delivery and Viewing System and Method	2,639,010	09-06-2003	12-21-2011
CA	Digital Content Delivery and Viewing System and Method	2,500,297	09-26-2003	03-20-2012

EXHIBIT C

Trademarks

I. HAIVISION SYSTEMS INC.

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status
SRT	United Kingdom	3340311	09/21/2018	3340311	09/21/2018	Registered
KRAKEN	United Kingdom	3340263	09/21/2018	3340263	12/07/2018	Registered
HAIVISION	United Kingdom	3340299	09/21/2018	3340299	12/07/2018	Registered
STREAMSRT	United Kingdom	3340317	09/21/2018	3340317	12/07/2018	Registered
KB	United Kingdom	3340328	09/21/2018	3340328	12/07/2018	Registered
HAIVISION PLAY	United Kingdom	3340341	09/21/2018	3340341	12/07/2018	Registered
SRTHUB	United Kingdom	3340342	09/21/2018	3340342	12/07/2018	Registered
KB	European Union	017958248	09/18/2018	017958248	01/25/2019	Registered
MAKITO	European Union	017958250	09/18/2018	017958250	01/25/2019	Registered
HAIVISION PLAY	European Union	017958253	09/18/2018	017958253	01/25/2019	Registered
STREAMSRT	European Union	017958254	09/18/2018	017958254	01/25/2019	Registered
SRT	European Union	017958255	09/18/2018	017958255	01/25/2019	Registered
SRTHUB	European Union	017958256	09/18/2018	017958256	01/25/2019	Registered
HAIVISION	European Union	017958251	09/18/2018	017958251	01/30/2019	Registered
MAKITO	United Kingdom	3340285	09/21/2018	3340285	02/22/2019	Registered
KRAKEN	Germany	302019102838	03/05/2019	302019102838	03/25/2019	Registered

KRAKEN	Canada	1918824	09/07/2018			Pending
KB	Canada	1918831	09/07/2018			Pending
MAKITO	Canada	1918834	09/07/2018			Pending
STREAMSRT	Canada	1918836	09/07/2018			Pending
HAIVISION PLAY	Canada	1918841	09/07/2018			Pending
SRTHUB	Canada	1918842	09/07/2018			Pending
SRT	Canada	1918877	09/07/2018			Pending
HAIVISION	Canada	1918894	09/07/2018			Pending
KRAKEN	United States	88328655	03/06/2019			Pending / Suspended
SRTHUB	United States	88328660	03/06/2019			Pending
KB	United States	88328668	03/06/2019			Pending / Suspended
MAKITO	United States	88328672	03/06/2019			Pending / Suspended
HAIVISION	United States	88328679	03/06/2019			Pending / Suspended
SRT	United States	88328683	03/06/2019			Pending / Suspended
STREAMSRT	United States	88328685	03/06/2019			Pending / Suspended
HAIVISION PLAY	United States	88328717	03/06/2019			Pending / Suspended
HUBLINK	United States	88721654	12/10/2019			Pending / Allowed
HUBLINK	United States	88721612	12/10/2019			Pending / Allowed
HUBLET	United States	88721588	12/10/2019			Pending / Allowed

II. HAIVISION NETWORK VIDEO INC.

Application No.	Registration No.	Owner of Record	Mark	Status
77310046	3545969	Haivision Network Video Inc.	Video Furnace	Live

EXHIBIT D

Mask Works

I. HAIVISION SYSTEMS INC.

Nil.

II. HAIVISION NETWORK VIDEO INC.

Nil.