

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brainshark, Inc.		03/04/2009	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:	Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2614348	BRAINSHARK	
Registration Number:	2614349	BRAINSHARK	
Registration Number:	2600527		
Serial Number:	77351998	BRAINSHARK CONTENT NETWORK	
CORRESPONDENCE DATA			
Fax Number:	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	2001 Jefferson Davis, Hwy., Suite 1007		
Address Line 4:	Arlington, VIRGINIA 22202		
ATTORNEY DOCKET NUMBER:	9030805		
NAME OF SUBMITTER:	Christopher E. Kondracki		

CH \$115.00 2614348

Signature:	/Christopher E. Kondracki/
Date:	04/17/2009
Total Attachments: 8 source=Brainshark#page1.tif source=Brainshark#page2.tif source=Brainshark#page3.tif source=Brainshark#page4.tif source=Brainshark#page5.tif source=Brainshark#page6.tif source=Brainshark#page7.tif source=Brainshark#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 4, 2009 by and between SILICON VALLEY BANK with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("Bank") and BRAINSHARK, INC., a Delaware corporation ("Grantor").

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 a certain Loan and Security Agreement dated as of June 22, 2007 by and between Grantor and Bank, as amended by a certain First Loan Modification Agreement dated as of December 31, 2007 between Grantor and Bank, as further amended by a certain Second Loan Modification Agreement dated as of December 24, 2008 between Grantor and Bank, and as further amended by a certain Third Loan Modification Agreement dated of even date herewith between Grantor and Bank (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.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under 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:

1. Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
2. 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;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
4. 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");

5. 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");

6. 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");

7. 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;

8. 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, 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 any of the Loan Documents, 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 the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.


[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the Effective Date.

GRANTOR:

Address of Grantor:
Two University Office Park
51 Sawyer Road
Waltham, Massachusetts 02453
Attn: Mr. Michael McEachern

BRAINSHARK, INC.

By: 
Title: _____

BANK:

Address of Bank:
One Newton Executive Park, Suite 200
2221 Washington Street
Newton, MA 02462
Attn: Ms. Karen Dunn

SILICON VALLEY BANK

By: _____

Title: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

PATENTS

Patent Name	Status and Date Issued	Patent Number
Method and System for Composing, Delivering, Viewing and Managing Audio-Visual Presentations Over a Communications Network	Issued 22-Nov-05	6,968,506

PATENT APPLICATIONS

Name	Status and Date Filed	Application Number
Presentation Management System and Method	Pending and Published – Filed 13-Jul-04	10/890,028
Presentation Management System and Method	Pending and Published – Filed 13-Jul-04	10/890,029
Presentation Management System and Method	Pending and Published – Filed 13-Jul-04	10/889,867
Quantitative Assessment of Marketing Strategies	Provisional – Filed 26-Jun-07	60/946,170

EXHIBIT C

Trademarks

TRADEMARKS

Name and Country	Date Registered	Registration Number	Status
BRAINSHARK (US)	03-Sep-02	2,614,348	Registered
BRAINSHARK (CA)	15-Jul-04	614,921	Registered
BRAINSHARK (EU)	03-Jun-04	2253839	Registered
BRAINSHARK and Design (US)	03-Sep-02	2,614,349	Registered
BRAINSHARK and Design (CA)	13-Jul-04	614,739	Registered
BRAINSHARK and Design (EU)	14-May-03	2253797	Registered
Fin Design (US)	30-Jul-02	2,600,527	Registered
Fin Design (CA)	16-Jul-04	614,989	Registered
Fin Design (EU)	03-Apr-03	2253888	Registered

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
BRAINSHARK CONTENT NETWORK	14-Dec-07	77/351,998	Pending

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

1136900.1