

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
Foresee Results, Inc.		12/08/2009	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: 1			
Property Type	Number	Word Mark	
Serial Number:	77694553	FORESEE	
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:	1501 Wilson Boulevard		
Address Line 2:	Suite 510		
Address Line 4:	Arlington, VIRGINIA 22209		
ATTORNEY DOCKET NUMBER:	9120802		
NAME OF SUBMITTER:	Christopher E. Kondracki		
Signature:	/Christopher E. Kondracki/		
Date:	01/05/2010		

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Total Attachments: 5

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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (the "**Amendment**") is effective as of December 8, 2009 by and between **FORESEE RESULTS, INC.**, a Delaware corporation, with its principal place of business at 625 Avis Drive, Suite 200, Ann Arbor Michigan 48108 ("**Grantor**"), and **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at 230 West Monroe Street, Suite 720, Chicago, Illinois 60606 ("**Bank**") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of October 26, 2008 (as amended of record, hereinafter, the "**IP Agreement**") in favor of the Bank, pursuant to which the Grantor pledged, assigned and granted a security interest in favor of the Bank in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of the Lender.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to Exhibits.
 - a. Exhibit B to the IP Security Agreement is hereby amended and supplemented by amending and adding thereto all of the Intellectual Property Collateral set forth on Exhibit B annexed hereto and incorporated herein by reference.
 - b. Exhibit C to the IP Agreement is hereby amended and supplemented by amending and adding thereto all of the Intellectual Property Collateral set forth on Exhibit C annexed hereto and incorporated herein by reference.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
 - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

- c. As required by the IP Agreement, the Grantor shall reimburse the Lender for the reasonable legal fees and expenses incurred in connection with the preparation and filing of this Amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and effective as of the date first written above.

GRANTOR:

FORESEE RESULTS, INC.

By Jeffrey S. Blackman
Name: Jeffrey S. Blackman
Title: CEO

BANK:

SILICON VALLEY BANK

By Kristen Parsons
Name: Kristen Parsons
Title: PM

EXHIBIT B

ADDITION OF CERTAIN PATENTS AND PATENT APPLICATIONS PENDING AT USPTO:

ADDITIONS TO EXISTING INTELLECTUAL PROPERTY COLLATERAL

Patent Application No. 61/124,392

For: System and Method for Remote Tracking and Replay of User Interaction with Webpage
April 10, 2009

EXHIBIT C
ADDITION OF CERTAIN TRADEMARKS AND TRADEMARK APPLICATIONS PENDING AT
USPTO

ADDITIONS TO EXISTING INTELLECTUAL PROPERTY COLLATERAL

<u>TRADEMARK DESCRIPTION</u>	<u>APP. NO.</u>	<u>Date</u>
ForeSee	77694553	03/19/2009

The following domain names:

1. managingforward.com
2. redspade.com
3. retailshakennotstirred.com
4. thedigitalcitizen.com
5. digitalcitizenblog.com
6. digitalcitizens.com