

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
VisibleGains, Inc.	FORMERLY PermissionTV, Inc.	02/23/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BlueCrest Venture Finance Master Fund Limited
Street Address:	P.O. Box 309, Ugland House
Internal Address:	South Church Street
City:	George Town
State/Country:	CAYMAN ISLANDS
Entity Type:	Limited Company: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3605515	PERMISSIONTV
Registration Number:	3532489	PERMISSIONTV

CORRESPONDENCE DATA

Fax Number: (949)567-6710
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 949-567-6700
 Email: ipprosecution@orrick.com
 Correspondent Name: Orrick, Herrington & Sutcliffe, LLP
 Address Line 1: 4 Park Plaza, Suite 1600
 Address Line 2: IP Prosecution Department
 Address Line 4: Irvine, CALIFORNIA 92614-2558

ATTORNEY DOCKET NUMBER: 18664.13

DOMESTIC REPRESENTATIVE

Name:

900157597

**TRADEMARK
 REEL: 004170 FRAME: 0930**

CH \$65.00 3605515

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Chelseaa Bush
Signature:	/chelseaa bush/
Date:	03/19/2010

Total Attachments: 3
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**ATTACHMENT 2
TO SECURITY AGREEMENT**

GRANT OF SECURITY INTEREST

TRADEMARKS

This GRANT OF SECURITY INTEREST, dated as of February 23, 2010, is executed by VisibleGains, Inc., f/k/a PermissionTV, Inc., a Delaware corporation ("Grantor"), in favor of BlueCrest Venture Finance Master Fund Limited, a Cayman Islands limited company as assignee of BlueCrest Capital Finance, L.P. ("Lender").

A Pursuant to that certain Loan and Security Agreement, dated as of December 17, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and between Grantor and Lender, the Lender agreed to extend loans and other financial accommodations to Grantor upon the terms and subject to the conditions set forth therein.

B. Grantor and Lender have entered into that certain Amendment to Loan and Security Agreement, dated as of November 20, 2009 (as amended, the "Amendment"), pursuant to which Grantor agreed to deliver to Lender the Security Agreement (as defined below) duly executed by Grantor.

C. Grantor has adopted, used and is using the trademarks, more particularly described on Schedule 1-A annexed hereto and made a part hereof, which trademarks are registered or pending in the United States Patent and Trademark Office and/or its foreign counterparts (collectively, the "Trademarks").

D. Grantor has entered into a Security Agreement (Intellectual Property) dated as of February 23, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Lender.

E. Pursuant to the Security Agreement, Grantor has granted to Lender a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is:

BlueCrest Venture Finance Master Fund Limited
PO Box 309, Uglan House
South Church Street
George Town, Cayman Islands
Attention: Legal Department

with a copy to:

BlueCrest Venture Finance Master Fund Limited
c/o 225 West Washington Street

Suite 200
Chicago, IL 60606
Attention: Robert Nagy
Tel. No.: (312) 368-4973
Fax No.: (312) 443-0126

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

GRANTOR

VisibleGains, Inc., f/k/a PermissionTV, Inc., a Delaware corporation

By: *Arthur Poljan*
Name: ARTHUR POLJAN
Title: CEO

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST
TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial Number</u>	<u>Date Filed</u>	<u>Registration Number</u>	<u>Status</u>
PERMISSIONTV	Canada	1295452	March 27, 2006	TMA708345	Registered
PERMISSIONTV	European Community	004981684	March 28, 2006	004981684	Registered
PERMISSIONTV	Japan	2006-27398	March 28, 2006	5042205	Registered
PERMISSIONTV	United States	77/551291	August 20, 2008	3605515	Registered
PERMISSIONTV	United States	78/722446	September 28, 2005	3532489	Registered
VISIBLEGAINS	United States	77/826080	September 14, 2009	NA	Pending
VISUALGAINS	United States	77/825624	September 14, 2009	NA	Pending