

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Kindsight, Inc. | | 10/17/2011 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Alcatel-Lucent Inc. | | |
| Street Address: | 3400 West Plano Parkway | | |
| City: | Plano | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75075 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3758200 | KINDSIGHT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (415)773-5759 | | |
| Phone: | 415-773-5700 | | |
| Email: | lpartmann@orrick.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | John Cook | | |
| Address Line 1: | 405 Howard Street | | |
| Address Line 2: | Orrick, Herrington & Sutcliffe LLP | | |
| Address Line 4: | San Francisco, CALIFORNIA 94105 | | |
| ATTORNEY DOCKET NUMBER: | 19271-1/1640 | | |
| NAME OF SUBMITTER: | John Cook | | |
| Signature: | /John Cook/ | | |

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**TRADEMARK
 REEL: 004656 FRAME: 0576**

Date:

11/07/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is made and entered into as of October 17, 2011 (this "Trademark Security Agreement"), by Kindsight, Inc., a corporation organized under the laws of the State of Delaware (the "Pledgor"), in favor of Alcatel-Lucent USA Inc., a corporation organized under the laws of the State of Delaware (the "Pledgee").

WITNESSETH:

WHEREAS, the Pledgor is party to a that certain Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Pledgee pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Pledgee to enter into and extend credit pursuant to that certain Treasury Management Agreement, dated as of the date hereof (the "Treasury Management Agreement"), between the parties hereto, the Pledgor hereby agrees with the Pledgee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Pledgee a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgor (collectively, the ("Trademark Collateral")):

- (a) All of the trademarks of Pledgor (other than any intent-to-use trademark application at any times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such intent to use trademark would affect the Pledgor's rights to such trademarks under to applicable law), including the trademarks listed on Schedule I attached hereto ;
- (b) all goodwill associated with such trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Pledgee pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Pledgee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Pledgee shall otherwise determine.

SECTION 4. Termination. Upon payment in full of the Indebtedness, the Pledgee shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering any such counterpart.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE PRINCIPALS OF CONFLICTS OF LAWS THEREOF.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

KINDSIGHT, INC.

By: 
John Sau, Chief Financial Officer

Accepted and Agreed:

ALCATEL-LUCENT USA INC.

By: _____
Glenn B. Gunn, Vice President and Treasurer

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

KINDSIGHT, INC.

By: _____
John Saull, Chief Financial Officer

Accepted and Agreed:

ALCATEL-LUCENT USA INC.

By: Glenn B. Gunn
Glenn B. Gunn, Vice President and Treasurer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

| <u>OWNER</u> | <u>REG. NO.</u> | <u>TRADEMARK</u> |
|-------------------|-----------------|------------------|
| Rialto Media Corp | 3,758,200 | Kindsight |
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Trademark Applications: