

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
Bazaarvoice, Inc.		07/18/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Comerica Bank
Street Address:	75 E. Trimble Road
Internal Address:	M/C 4770
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	a Texas banking association: TEXAS

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	85467561	SOCIALCONNECT
Registration Number:	3928729	BRANDANSWERS
Registration Number:	4084655	SOCIAL ALERTS
Serial Number:	85085692	BE THE CONVERSATION
Registration Number:	3873368	BRANDVOICE
Registration Number:	3978496	ASK & ANSWER
Serial Number:	85467569	SMART SEO
Serial Number:	85428811	BAZAARVOICE
Serial Number:	85428813	B:

**CORRESPONDENCE DATA**

Fax Number: (734)930-2494  
 Phone: 734-761-3780  
 Email: asujek@bodmanlaw.com

OP \$240.00 85467561

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Angela Alvarez Sujek - Bodman PLC  
Address Line 1: 201 South Division, Ste. 400  
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	01/30/2012

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 18, 2007 by and between COMERICA BANK ("Bank") and BAZAARVOICE, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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).

B. 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 and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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

GRANTOR:

Address of Grantor:

6500 River Place Blvd.  
Building 1, Suite 350  
Austin, TX 78730  
Attn: \_\_\_\_\_  
Fax: (512) 732-9997

BAZAARVOICE, INC.

By: BTD  
Title: Director of Finance

Address of Bank:

Comerica Bank  
m/c 4770  
75 E. Trimble Road  
San Jose, CA 95131  
Attn: Manager  
Fax: (408) 556-5091

BANK:

COMERICA BANK

By: Steph Bitter  
Title: VP

**EXHIBIT A**

**Copyrights**

None.

**EXHIBIT B**

**Patents**

Title	App. No.	Filing Date	Reg. No.	Date Granted
Method and system for providing performance metrics	12/698510	2/2/10	n/a	n/a
Method and system for providing content generation capabilities	12/698447	2/2/10	n/a	n/a
Method and system for promoting user generation of content	12/614016	11/6/09	n/a	n/a

**EXHIBIT C**

**Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
SOCIALCONNECT	85/467561	11/8/11	n/a	n/a
BRANDANSWERS	85/118796	8/30/10	3,928,729	3/8/11
SOCIAL ALERTS	85/098985	8/3/10	4,084,655	1/10/12
BE THE CONVERSATION	85/085692	7/15/10	n/a	n/a
BRANDVOICE	85/004218	4/1/10	3,873,368	11/9/10
ASK & ANSWER	77/518074	7/9/08	3,978,496	6/14/11
BAZAARVOICE (and Design)	77/087792	1/22/07	3,296,895	9/25/07
SMART SEO	85/467569	11/8/11	n/a	n/a
BAZAARVOICE	85/428811	9/21/11	n/a	n/a
B: (Stylized letters)	85/428813	9/21/11	n/a	n/a