

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to IPSA		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brainshark, Inc.		03/28/2012	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:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76179510		
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	165689		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		
Date:	04/11/2012		

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Total Attachments: 6

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FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Amendment to Intellectual Property Security Agreement (the "Amendment") is made as of the 28th day of March, 2012, by and between **BRAINSHARK, INC.**, a Delaware corporation, with offices located at 130 Turner Street, Suite 100, Waltham, Massachusetts 02453 ("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 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 (the "Bank") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of March 4, 2009, forwarded same for filing with the United States Patent and Trademark Office (as amended, 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 Bank.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to Exhibit B. Exhibit B to the IP Agreement is hereby amended by adding thereto the Intellectual Property Collateral set forth on Exhibit A, annexed hereto and incorporated herein by reference.
3. Amendment to Exhibit C. Exhibit C to the IP Agreement is hereby amended by adding thereto the Intellectual Property Collateral set forth on Exhibit B, annexed hereto and incorporated herein by reference.
4. 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 Bank for the reasonable legal fees and expenses incurred in connection with the preparation and filing of this Amendment.

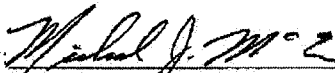
IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by its officers thereunto duly authorized as a sealed instrument as of the date first written above.

GRANTOR:

Address of Grantor:

BRAINSHARK, INC.

130 Turner Street, Suite 100
Waltham, Massachusetts 02453

By: 
Name: MICHAEL J. McEENEANEY
Title: SVP & CFO


Attn: MICHAEL McEENEANEY

BANK:

Address of Bank:

SILICON VALLEY BANK

275 Grove Street, Suite 2-200
Newton, Massachusetts 02466

By: 
Name: Darren Gastrock
Title: Relationship Manager

Attn: Mr. Darren Gastrock

Exhibit A

<u>Description</u>	<u>Patent/ Application Number</u>	<u>Application Date</u>
MULTI-DEVICE RENDERING OF MULTIMEDIA PRESENTATIONS	61/547970	17-Oct-2011

Exhibit B

TRADEMARKS

<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>DATE</u>	<u>STATUS</u>
FIN DESIGN	United States of America	76/179510	12-Dec-2000	Registered