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

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service 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
	TRADEMARK

REEL: 004755 FRAME: 0131

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Total Attachments: 6 source=4-11-12 Brainshark-TM#page1.tif source=4-11-12 Brainshark-TM#page2.tif source=4-11-12 Brainshark-TM#page3.tif source=4-11-12 Brainshark-TM#page4.tif source=4-11-12 Brainshark-TM#page5.tif

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TRADEMARK REEL: 004755 FRAME: 0132

RECORDATION FORM COVER SHEET TRADEMARKS ONLY				
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.				
1. Name of conveying party(ies): Brainshark, Inc.	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? ✓ No			
Individual(s) Association General Partnership Limited Partnership Corporation- State: Delaware Other Citizenship (see guidelines) Additional names of conveying parties attached? Yes No. 3. Nature of conveyance)/Execution Date(s): Execution Date(s) March 28, 2012 Assignment Merger Security Agreement Change of Name Other First Amendment to IPSA	Name: Silicon Valley Bank Internal Address: Street Address: 3003 Tasman Drive City: Santa Clara State: CA Country: USA Association Citizenship General Partnership Citizenship Limited Partnership Citizenship X Corporation Citizenship California Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)			
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) See Exhibit B C. Identification or Description of Trademark(s) (and Filing)	B. Trademark Registration No.(s) See Exhibit B Additional sheet(s) attached? Yes No			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Corporation Service Company Internal Address: Suite 210	6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$			
Street Address:1180 Avenue of the Americas	☐ Authorized to be charged to deposit account ☐ Enclosed			
City:New York	8. Payment Information:			
State _{NY} Zip: ₁₀₀₃₆				
Phone Number:212-299-5600 Fax Number:212-299-5656 Email Address: ORDER#	Deposit Account NumberAuthorized User Name			
9. Signature: Signature	04/11/12 Date			
Laura A. Kenerson Name of Person Signing	Total number of pages including cover sheet, attachments, and document: 6			

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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.

WITNESSETH:

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. <u>Definitions</u>. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
- 2. <u>Amendment to Exhibit B.</u> <u>Exhibit B</u> to the IP Agreement is hereby amended by adding thereto the Intellectual Property Collateral set forth on <u>Exhibit A</u>, annexed hereto and incorporated herein by reference.
- 3. <u>Amendment to Exhibit C. Exhibit C</u> to the IP Agreement is hereby amended by adding thereto the Intellectual Property Collateral set forth on <u>Exhibit B</u>, annexed hereto and incorporated herein by reference.

4. <u>Miscellaneous</u>:

- 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

Name: MECHAGE J. M'EACHERN
Title: SVP & CFO

Attn: MTCHAEL MOFACUELN

BANK:

Address of Bank: SILICON VALLEY BANK

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

Attn: Mr. Darren Gastrock

By: Darren Grastrach

Title: Relationship Manager

Exhibit A

Application Date Description Patent/ Application

Number

MULTI-DEVICE RENDERING OF 61/547970 17-Oct-2011 **MULTIMEDIA PRESENTATIONS**

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