

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Narrative Science Inc.		06/15/2012	INC. ASSOCIATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Andrew Oleszczuk		
Street Address:	9435 Springfield Avenue		
City:	Evanston		
State/Country:	ILLINOIS		
Postal Code:	60204		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4057283	NARRATIVE SCIENCE	
Registration Number:	4057282	NARRATIVE SCIENCE	
CORRESPONDENCE DATA			
Fax Number:	3124568435		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-456-8400		
Email:	chiipmail@gtlaw.com		
Correspondent Name:	Howard E. Silverman		
Address Line 1:	Greenberg Traurig LLP		
Address Line 2:	77 W. Wacker Drive, Suite 3100		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	127526.010600		
NAME OF SUBMITTER:	Howard E. Silverman		

Signature:	/Howard E. Silverman/
Date:	07/06/2012
Total Attachments: 4 source=Trademark Security Agreement signed 6-15-121#page1.tif source=Trademark Security Agreement signed 6-15-121#page2.tif source=Trademark Security Agreement signed 6-15-121#page3.tif source=Trademark Security Agreement signed 6-15-121#page4.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of June 15, 2012, by and among Narrative Science Inc., a Delaware corporation ("Grantor"), and Andrew Oleszczuk ("Agent"), individually and on behalf of the Lenders (as defined in the Security Agreement described below)

### RECITALS

A. In order to induce the Lenders to purchase certain Senior Secured Convertible Notes from Grantor and extend the credit evidenced thereby, Grantor has executed and delivered to Agent that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement").

B. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent this Trademark Security Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of Agent and the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"): (a) all of its Trademarks and Trademark licenses to which it is a party including those referred to on Schedule I hereto; (b) all renewals of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license; and (d) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit itself and the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks or service marks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Collateral Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Collateral Document refer to this Trademark Security Agreement or such other Collateral Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Collateral Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Collateral Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns.

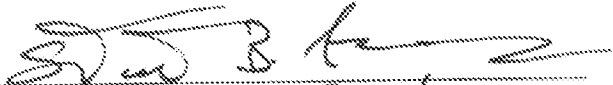
8. TERMINATION. This Trademark Security Agreement shall continue in effect until the Termination Date.

*[signature page follows]*

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

GRANTOR:

NARRATIVE SCIENCE INC.

By:   
Name: Steward B. Frankel  
Title: CEO

ACKNOWLEDGED AND AGREED:

Andrew Oleszczyk<sup>ex</sup>, as Agent and as a Lender

By:   
Name: Andrew J. Oleszczyk  
Title: \_\_\_\_\_

*Signature Page to Trademark Security Agreement*

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Registration Number

Trademark

4057283

Narrative Science (name)

4057282

Narrative Science (logo)