

## 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
LucidMedia Networks, Inc.		08/06/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Videology, Inc.		
Street Address:	1500 Whetstone Way, Suite 500		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21230		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3553367	LUCIDMEDIA	
Registration Number:	3152062	CLICKSENSE	
Registration Number:	3200428	SEMIO TAGGER	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	703-610-6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Valerie Brennan, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	30942.01		
NAME OF SUBMITTER:	Valerie Brennan		

OP \$90.00 3553367

Signature:	/VB/
Date:	08/08/2012
<b>Total Attachments: 15</b> source=Videology - LucidMedia - IP Security Agreement#page1.tif source=Videology - LucidMedia - IP Security Agreement#page2.tif source=Videology - LucidMedia - IP Security Agreement#page3.tif source=Videology - LucidMedia - IP Security Agreement#page4.tif source=Videology - LucidMedia - IP Security Agreement#page5.tif source=Videology - LucidMedia - IP Security Agreement#page6.tif source=Videology - LucidMedia - IP Security Agreement#page7.tif source=Videology - LucidMedia - IP Security Agreement#page8.tif source=Videology - LucidMedia - IP Security Agreement#page9.tif source=Videology - LucidMedia - IP Security Agreement#page10.tif source=Videology - LucidMedia - IP Security Agreement#page11.tif source=Videology - LucidMedia - IP Security Agreement#page12.tif source=Videology - LucidMedia - IP Security Agreement#page13.tif source=Videology - LucidMedia - IP Security Agreement#page14.tif source=Videology - LucidMedia - IP Security Agreement#page15.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of August 6, 2012, is made by LucidMedia Networks, Inc., a Delaware corporation located at 11490 Commerce Park Drive, Suite 220, Reston, Virginia 20191 (the "**Grantor**") in favor of Videology, Inc., a Delaware corporation located at 1500 Whetstone Way, Suite 500, Baltimore MD 21230 (the "**Secured Party**").

WHEREAS, the Grantor has entered into a Credit Facility, dated as of August 6, 2012, (the "**Loan Agreement**"), with the Secured Party.

WHEREAS, as a condition precedent to the making of loans by the Secured Party under the Loan Agreement, the Grantor has executed and delivered to the Collateral Agent that certain General Security Agreement, dated as of August 6, 2012, made by and among the Grantor and the Secured Party (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law,

the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) copyrights in works, including, but not limited to, computer software, documentation, source code, object code and all registrations and records thereof and any programmable media, paper or other media on which such works are fixed;

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

LUCIDMEDIA NETWORKS, INC.

By: \_\_\_\_\_

Name:

Title:

Ajay Sravanapudi  
President & CEO  
LucidMedia Networks, Inc

AGREED TO AND ACCEPTED:

VIDEOLOGY INC.

By: \_\_\_\_\_

Name:

Title:

Praveen Srinivasan  
President

**SCHEDULES**

**SCHEDULE 1**

**PATENTS AND PATENT APPLICATIONS**

**SCHEDULE 2**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

## SCHEDULE 1 - PATENTS AND PATENT APPLICATIONS

Country	Patent No. or Application No.	Filing Date/Issue Date	Title	Status	Owner of Record
US	5963965	Oct. 5, 1999	Text Processing and Retrieval System and Method	Issued	.LucidMedia Networks, Inc.
US	6424982	July 23, 2002	System and Method for Parsing a Document Using One or More break Characters	Issued	LucidMedia Networks, Inc.
US	6665681	December 16, 2003	System and Method for Generating a Taxonomy from a Plurality of Documents	Issued	LucidMedia Networks, Inc.
US	7113954	September 26, 2006	System and Method for generating a Taxonomy From a Plurality of Documents	Issued	LucidMedia Networks, Inc.
US	7167830	January 23, 2007	Multimodal Information Services	Issued	LucidMedia Networks, Inc.
US	7418086	August 26, 2008	Multimodal Information Services	Issued	LucidMedia Networks, Inc.



Country	Patent No. or Application No.	Filing Date/Issue Date	Title	Status	Owner of Record
US	11/614743	December 21, 2006	Analyzing Content to Determine Context and Serving Relevant Content Based on the Context	Pending	LucidMedia Networks, Inc.
US	09/687612	October 11, 2000	System and Method for Parsing a Document	Pending	LucidMedia Networks, Inc.
CANADA	2366545	December 20, 2005	System and Method for Generating a Taxonomy from a Plurality of Documents	Issued	LucidMedia Networks, Inc.
CANADA	2634918	December 22, 2006	Analyzing Content to Determine Context and Serving Relevant Content Based on the Context	Pending	LucidMedia Networks, Inc.
CANADA	2281645	January 9, 2007	System and Method for Semiotically Processing Text	Issued	LucidMedia Networks, Inc.
CANADA	2366485	April 6, 2000	System and Method for Parsing a Document	Pending	LucidMedia Networks, Inc.

Country	Patent No. or Application No.	Filing Date/Issue Date	Title	Status	Owner of Record
CHINA	200680053223.8	December 22, 2006	Analyzing Content to Determine Context and Serving Relevant Content Based on the Context	Pending	LucidMedia Networks, Inc.
EUROPE	06848804.8	December 22, 2006	Analyzing Content to Determine Context and Serving Relevant Content Based on the Context	Pending	LucidMedia Networks, Inc.
EUROPE	00921957.7	April 6, 2000	System and Method for Generating a Taxonomy from a Plurality of Documents	Pending	Entrieva, Inc.
FRANCE	1214643	November 24, 2010	System and Method for Parsing a Document	Issued	LucidMedia Networks, Inc.
FRANCE	0960376	May 3, 2006	Text Processing and Retrieval System and Method	Issued	LucidMedia Networks, Inc.
GERMANY	60045283.2	November 24, 2010	System and Method for Parsing a Document	Issued	LucidMedia Networks, Inc.

Country	Patent No. or Application No.	Filing Date/Issue Date	Title	Status	Owner of Record
GERMANY	69834386.7	May 3, 2006	Text Processing and Retrieval System and Method	Issued	LucidMedia Networks, Inc.
HONG KONG	02108694.0	April 6, 2000	System and Method for Generating a Taxonomy from a Plurality of Documents	Pending	LucidMedia Networks, Inc.
HONG KONG	1047802	May 20, 2011	System and Method for Parsing a Document	Issued	LucidMedia Networks, Inc.
HONG KONG	1024076	August 11, 2006	Text Processing and Retrieval System and Method	Issued	LucidMedia Networks, Inc.
IRELAND	1214643	November 24, 2010	System and Method for Parsing a Document	Issued	LucidMedia Networks, Inc.
JAPAN	4241934	January 9, 2009	System and Method for Semiotically Processing Text	Issued	LucidMedia Networks, Inc.
JAPAN	4263371	February 20, 2009	System and Method for Parsing a Document	Issued	LucidMedia Networks, Inc.

Country	Patent No. or Application No.	Filing Date/Issue Date	Title	Status	Owner of Record
JAPAN	2008-547643	December 22, 2006	Analyzing Content to Determine Context and Serving Relevant Content Based on the Context	Pending	LucidMedia Networks, Inc.
LUXEMBOURG	1214643	November 24, 2010	System and Method for Parsing a Document	Issued	LucidMedia Networks, Inc.
MONACO	1214643	November 24, 2010	System and Method for Parsing a Document	Issued	LucidMedia Networks, Inc.
SWITZERLAND	1214643	November 24, 2010	System and Method for Parsing a Document	Issued	LucidMedia Networks, Inc.
UNITED KINGDOM	0960376	May 3, 2006	Text Processing and Retrieval System and Method	Issued	LucidMedia Networks, Inc.
UNITED KINGDOM	1214643	November 24, 2010	System and Method for Parsing a Document	Issued	LucidMedia Networks, Inc.
US	60/752594	December 22, 2005	Analyzing Content to Determine Context and Serving Relevant Content Based on the	Expired	Entrieva, Inc.

Country	Patent No. or Application No.	Filing Date/Issue Date	Title	Status	Owner of Record
			Context		
US	60/188320	March 10, 2000	Voice-Enabled Internet Access	Expired	Webversa.com Inc.
EUROPE	10192201.1	April 6, 2000	System and Method for Parsing a Document Using One or More Break Characters	Abandoned	
JAPAN	2008-063725	April 6, 2000	System and Method for Parsing a Document	Abandoned	
JAPAN	2000-611203	April 6, 2000	System and Method for Generating a Taxonomy from a Plurality of Documents	Abandoned	
WO (Patent Cooperation Treaty)	US98/02981	February 18, 1998	Text Processing and Retrieval System and Method	National (expired)	Semio Corporation
WO (Patent Cooperation Treaty)	US00/09357	April 6, 2000	System and Method for Parsing a Document	National (expired)	Semio Corporation
WO (Patent Cooperation Treaty)	US00/09471	April 6, 2000	System and Method for Generating a Taxonomy From a Plurality of	National (expired)	Semio Corporation

Country	Patent No. or Application No.	Filing Date/Issue Date	Title	Status	Owner of Record
			Documents		
WO (Patent Cooperation Treaty)	US01/07424	March 9, 2001	Multimodal Information Services	Expired	Webversa
WO (Patent Cooperation Treaty)	US06/49156	December 22, 2006	Analyzing Content To Determine Context and Serving Relevant Content Based on the Context	National (expired)	LucidMedia Networks, Inc.

**SCHEDULE 2 – TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Country</b>	<b>Trademark Registration or Application No.</b>	<b>Registration or Filing Date</b>	<b>Trademark</b>	<b>Status</b>	<b>Owner of Record</b>
US	3,553,367	December 30, 2008	LUCIDMEDIA	Registered	LucidMedia Networks, Inc.
US	3,152,062	October 3, 2006	CLICKSENSE	Registered	LucidMedia Networks, Inc.
US	3,200,428	January 23, 2007	SEMIO TAGGER	Registered	LucidMedia Networks, Inc.
CTM	7199037	May 14, 2009	LUCIDMEDIA	Registered	LucidMedia Networks, Inc.
US	78/811,518	February 9, 2006	FRAZLE	Abandoned	Entrieva, Inc.
US	78/811,579	February 9, 2006	FRAZLE & Design	Abandoned	Entrieva, Inc.
US	78/811,592	February 9, 2006	FRAZLE & Design	Abandoned	Entrieva, Inc.
US	78/804,591	February 1, 2006	FRAZLE	Abandoned	Entrieva, Inc.
US	78/778,870	December 22, 2005	SPONSORED NAVIGATION	Abandoned	Entrieva, Inc.
US	78/690,385	August 11, 2005	INFOAD	Abandoned	Entrieva, Inc.
US	78/690,407	August 11, 2005	NAMESPOTTING	Abandoned	Entrieva, Inc.
US	78/690,421	August 11, 2005	SENSEMATCH	Abandoned	Entrieva, Inc.
US	78/545,434	January 11, 2005	SEMIOSKYLINE	Abandoned	Entrieva, Inc.
US	78/535,476	December 2, 2004	SEMIOMAP	Abandoned	Entrieva, Inc.

Country	Trademark Registration or Application No.	Registration or Filing Date	Trademark	Status	Owner of Record
US	78/164,635	September 16, 2002	ENTRIEVA & Design	Abandoned	Entrieva, Inc.
US	78/163,902	September 13, 2002	ENTRIEVA	Abandoned	Entrieva, Inc.
US	76/342,558	November 28, 2001	SEMIO TAXONOMY	Abandoned	Semio Corporation
US	76/342,639	November 28, 2001	SEMIOTAXONOMY	Abandoned	Semio Corporation
US	76/246,264	April 24, 2001	SEMIOSKYLINE	Abandoned	Semio Corporation
US	76/128,683	September 15, 2000	TAGGER	Abandoned	Semio Corporation
US	76/128,682	September 15, 2000	SEMIOTAGGER	Abandoned	Semio Corporation
US	76/130,357	September 15, 2000	SEMIO TAGGER	Abandoned	Semio Corporation
US	75/242,006	February 14, 1997	SEMIOMAP	Abandoned	Semio Corporation
US	76/110,024	July 31, 2001	UNLOCK THE POWER OF YOUR PORTAL	Abandoned	Semio Corporation
US	75/245,065	February 21, 1997	DISCOVERY SEARCH	Abandoned	Semio Corporation
US	75/202,045	November 20, 1996	SEMIO	Abandoned	LucidMedia Networks, Inc.
US	76/192,533	January 11, 2001	GIVING A VOICE TO E-BUSINESS	Abandoned	Webversa Inc.
US	76/179,600	December 13, 2000	WEBVERSA VOICE	Abandoned	Webversa Inc.



Country	Trademark Registration or Application No.	Registration or Filing Date	Trademark	Status	Owner of Record
US	76/179,601	December 13, 2000	WV Voice	Abandoned	Webversa Inc.
US	76/180,031	December 13, 2000	WV & Design	Abandoned	Webversa Inc.
US	76/179,538	December 13, 2000	VOICE-TO-ENTERPRISE	Abandoned	Webversa Inc.
US	76/180,030	December 13, 2000	V2E	Abandoned	Webversa Inc.
US	76/113,769	August 22, 2000	WEBVERSA	Abandoned	Webversa Inc.