

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
Focusvision Worldwide, Inc.		01/29/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Abacus Finance Group, LLC
Street Address:	6 East 43rd Street
Internal Address:	20th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1989971	FOCUSVISION WORLDWIDE
Registration Number:	3276424	SMARTSTUDIES
Registration Number:	3155244	FOCUSVISION INTERVU
Registration Number:	2913863	FOCUSVISION VIDEOMARKER
Registration Number:	3156508	VIDEOMARKER LIBRARIAN
Registration Number:	3135251	VIDEOMARKER EDITOR
Registration Number:	3135252	VIDEOMARKER RECORDER
Registration Number:	3746426	SUPERMOBI
Serial Number:	85734771	FOCUSVISION LIBRARIAN
Serial Number:	85734763	LIBRARIAN

CORRESPONDENCE DATA

Fax Number: 6175744112

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

TRADEMARK

via US Mail.

Phone: 617-574-3518
Email: smordas@goulstonstorr.com
Correspondent Name: Stacey Mordas
Address Line 1: 400 Atlantic Avenue
Address Line 4: Boston, MASSACHUSETTS 02110-3333

NAME OF SUBMITTER:	Stacey Mordas
Signature:	/s/ Stacey A. Mordas
Date:	01/29/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of January 29, 2013, is made by FOCUSVISION WORLDWIDE, INC., a Delaware corporation (“Grantor”), in favor of ABACUS FINANCE GROUP, LLC, as Agent for the Secured Parties (as defined in the Collateral Agreement referenced below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and among Grantor, Agent and the Lenders party thereto (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Secured Parties have severally agreed to extend credit to Grantor, as Borrower under the Credit Agreement;

WHEREAS, the Secured Parties are willing to extend credit under the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the ratable benefit of the Secured Parties, that certain Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of the Secured Parties, this Trademark Security 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 but not otherwise defined herein have the meanings given to them in the Collateral Agreement or, if not otherwise defined in the Collateral Agreement, the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, 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, including those referred to on Schedule 1 hereto;
- (b) all renewals relating to the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any 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 the validity or enforceability of such “intent to use” trademark applications under applicable federal law; provided further, that “Trademark Collateral” shall include any Proceeds of any such “intent to use” trademark applications.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for

the ratable benefit of the Secured Parties, pursuant to the Collateral 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Agent and Grantor.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

[signature pages follow]

The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

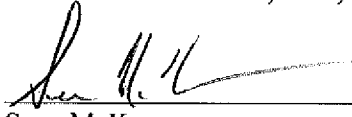
GRANTOR:

FOCUSVISION WORLDWIDE, INC.

By: 
Name: _____
Title:

ACCEPTED AND ACKNOWLEDGED BY:

ABACUS FINANCE GROUP, LLC, as Agent

By: 
Name: Sean McKeever
Title: Senior Vice President

**SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration Number	Registration Date
FocusVision Worldwide, Inc.	FOCUSVISION WORLDWIDE	1989971	07/30/96
FocusVision Worldwide, Inc.	SMARTSTUDIES	3276424	08/07/07
FocusVision Worldwide, Inc.	FOCUSVISION INTERVU	3155244	10/10/06
FocusVision Worldwide, Inc.	FOCUSVISION VIDEOMARKER	2913863	12/21/04
FocusVision Worldwide, Inc.	VIDEOMARKER LIBRARIAN	3156508	10/17/06
FocusVision Worldwide, Inc.	VIDEOMARKER EDITOR	3135251	08/29/06
FocusVision Worldwide, Inc.	VIDEOMARKER RECORDER	3135252	08/29/06
FocusVision Worldwide, Inc.	SUPERMOBI	3746426	2/9/10

TRADEMARK APPLICATIONS

Grantor	Mark	Application Number	Filing Date
FocusVision Worldwide, Inc.	FOCUS LIBRARIAN	85/734771	9/21/12
FocusVision Worldwide, Inc.	LIBRARIAN	85/734763	9/21/12