

## 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
ENVYSION, INC.		01/29/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPITAL ONE, NATIONAL ASSOCIATION		
Street Address:	4445 Willard Avenue		
Internal Address:	Sixth Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85714503	VIDEO-DRIVEN BUSINESS INTELLIGENCE	
Registration Number:	4162669	VIDEO-DRIVEN VIDEO INTELLIGENCE	
Registration Number:	4001914	INSIGHT MARKETPLACE	
Registration Number:	3524848	ENVR	
Registration Number:	3526270	ENVYSION	
CORRESPONDENCE DATA			
Fax Number:	2147581550		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-758-1500		
Email:	shernandez@pattonboggs.com		
Correspondent Name:	Brian D. Owens		
Address Line 1:	2000 McKinney Avenue, Suite 1700		
Address Line 2:	Patton Boggs LLP		
Address Line 4:	Dallas, TEXAS 75201		

OP \$140.00 85714503

ATTORNEY DOCKET NUMBER:	029970.0101
NAME OF SUBMITTER:	Brian D. Owens
Signature:	/Brian D. Owens/
Date:	02/06/2013
Total Attachments: 7 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of January 29, 2013 (this "**Agreement**"), made by and among **EACH OF THE UNDERSIGNED** (each, a "**Grantor**"), in favor of **CAPITAL ONE, NATIONAL ASSOCIATION**, a national banking association, as Collateral Agent for the lenders described below (together with its successors and assigns in such capacity, "**Collateral Agent**").

### W I T N E S S E T H:

**WHEREAS**, pursuant to the Credit Agreement, dated as of the date hereof, by and among the Credit Parties, Collateral Agent and the lenders party thereto (collectively, the "**Lenders**") (as the same may be amended, amended and restated, supplemented and/or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders have agreed to make certain loans to the Borrowers named therein; and

**WHEREAS**, pursuant to the Guaranty and Security Agreement, dated as of the date hereof, by and among the Grantors and Collateral Agent (as the same may be amended, amended and restated, supplemented and/or otherwise modified from time to time, the "**Guaranty and Security Agreement**"), the Grantors have granted a security interest to Collateral Agent, for the benefit of itself and the Secured Parties, in, among other things, all right, title and interest of the Grantors in, to and under all of the Grantors' Intellectual Property, whether now owned or hereafter acquired as security for the Obligations from time to time owing by the Credit Parties under the Credit 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, each Grantor hereby agrees as follows:

1. **Defined Terms.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.
  
2. **Grant of Security Interest.** To secure the payment and performance of the Obligations, each Grantor hereby grants to Collateral Agent, for the benefit of itself and the Secured Parties, a continuing security interest in and Lien upon such Grantor's entire right, title and interest in its respective Intellectual Property (except for such Intellectual Property within the scope of exclusions set forth in Section 2.1(b) of the Guaranty and Security Agreement), whether now owned or hereafter acquired by such Grantor, and including, without limitation, such Grantor's right, title and interest in and to the United States patents, patent applications, trademark registrations and applications, and copyright registrations and applications identified on Schedule I attached hereto and made a part hereof (referred to collectively as the "**IP Collateral**") as well as re-issues, divisions, continuations, renewals, extensions, continuations-in-part, or other

Intellectual Property filings or registrations that claim priority or are derived from any of the foregoing.

**3. Guaranty and Security Agreement.** The security interest and Lien granted pursuant to this Agreement are granted in accordance with the Guaranty and Security Agreement and are expressly subject to the terms and conditions thereof. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in and Lien upon the Intellectual Property made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and conditions of which are incorporated by reference herein as if fully set forth herein. The Guaranty and Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Agreement is deemed to conflict with any provision of the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

**4. Purpose.** This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest and Lien herein with the United States Patent and Trademark Office.

**5. Termination.** Upon termination of the Guaranty and Security Agreement, the security interest and Lien granted pursuant to this Agreement shall be automatically released immediately and the Collateral Agent will execute and deliver to Grantors any releases, termination statements or similar instruments of reconveyance as Grantors may reasonably request. All such instruments and documents shall be prepared by Grantors and filed or recorded by Grantors.

**6. Governing Law; Venue; Trial by Jury.** This Agreement shall be subject to the provisions regarding governing law, venue, and jury trial waiver set forth in Sections 8.12 and 8.13 of the Guaranty and Security Agreement, and such provisions are incorporated herein by this reference, *mutatis mutandis*.

**7. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile machine, portable document format (“PDF”) or other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement. The effectiveness of any such documents and signatures shall, subject to Applicable Laws, have the same force and effect as manually signed originals and shall be binding on each Credit Party and Collateral Agent. Collateral Agent may also require that any such documents and signatures be confirmed by a manually signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any facsimile document or signature. No party may raise the use of a telecopier, facsimile machine, PDF or other electronic means, or the fact that any signature was transmitted through the use of a telecopier, facsimile machine, PDF or other electronic means, as a defense to the enforcement of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

**CREDIT PARTIES:**

ENVYSION MERGER SUB, INC.

By: W. Matthew Steinfort  
Name: W. Matthew Steinfort  
Title: Vice President and Assistant Secretary

ENVYSION, INC., as survivor of the merger of  
Envysion Merger Sub, Inc. with and into  
Envysion, Inc.

By: W. Matthew Steinfort  
Name: W. Matthew Steinfort  
Title: Chief Executive Officer

ENVYSION INTERMEDIATE CORP.

By: W. Matthew Steinfort  
Name: W. Matthew Steinfort  
Title: Chief Executive Officer

## Schedule I

### U.S. Trademark Registrations and Applications:

Country	Trademark	Application. No. Filing Date	Registration No. Registered	Owner
USA	VIDEO-DRIVEN BUSINESS INTELLIGENCE	85/714503 28 AUG 2012		Envysion, Inc.
USA	VIDEO-DRIVEN VIDEO INTELLIGENCE	85/512606 10 JAN 2012	4162669 19 JUN 2012	Envysion, Inc.
USA	INSIGHT MARKETPLACE	85/190094 03 DEC 2010	4001914 26 JUL 2011	Envysion, Inc.
USA	ENVR	77/112252 21 FEB 2007	3524848 28 OCT 2008	Envysion, Inc.
USA	ENVYSION	77/109815 16 FEB 2007	3526270 04 NOV 2008	Envysion, Inc.

U.S. Patents and Patent Applications:

Country	Title	Patent No. Issue Date	Pub. No. Pub. Date	Appln. No. Filing Date	Owner
USA	Video streaming method and system		2011 0063500 03/17/2011	12/882456 09/15/2010	Envysion, Inc.
USA	System and method for video recording, management and access	8291484 10/16/2012	2008 0199155 08/21/2008	12/028822 02/10/2008	Envysion, Inc.
USA	System and method for video recording, management and access		2012 0331499 12/27/2012	13/606304 9/07/2012	Envysion, Inc.



U.S. Copyright Registrations and Applications:

None.