

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
	VISIBLE TECHNOLOGIES, INC.		02/08/2013
	VISIBLE ACQUISITION CORP.		02/08/2013
RECEIVING PARTY DATA			
Name:	MULTIPLIER CAPITAL, LP		
Street Address:	444 MADISON AVE. SUITE 1800		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 6			
	Property Type	Number	Word Mark
	Registration Number:	3424364	VISIBLE TECHNOLOGIES
	Serial Number:	77824280	TRUINSIGHT
	Serial Number:	77824275	TRUSEARCH
	Serial Number:	77824272	TRUVOICE
	Serial Number:	77752346	TRUREPUTATION
	Serial Number:	77824267	TRUPULSE
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1100 G Street NW Suite 420		
Address Line 2:	National Corporate Research, Ltd.		

OP \$165.00 3424364

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: L070220

NAME OF SUBMITTER: Robin Dunn

Signature: /Robin Dunn/

Date: 04/23/2013

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **February 8, 2013** by and between **Multiplier Capital, LP** ("Multiplier") and **Visible Technologies, Inc.**, a Delaware corporation and **Visible Acquisition Corp.**, a Delaware corporation (jointly and severally "Grantor"), with reference to the following facts:

A. Multiplier and Grantor are parties to that certain Loan and Security Agreement dated February 8, 2013 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Multiplier a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, effective on the initial disbursement of the Loan and continuing thereafter, Grantor grants to Multiplier a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned by Grantor, (ii) listed on Schedule B are all patents and patent applications owned by Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy

Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

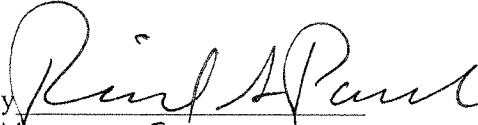
4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Multiplier's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Multiplier and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

[Signatures on Next Page]

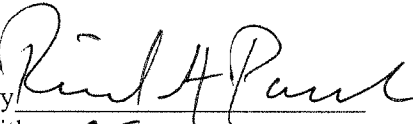
Address of Grantor:

3535 Factoria Blvd., SE, Suite 650
Bellevue, Washington

Visible Technologies, Inc.

By 
Title CEO

Visible Acquisition Corp.

By 
Title CEO

Address of Multiplier:

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

Multiplier Capital, LP

By _____
Title _____

Form: Version-1

[Signature Page—Intellectual Property Security Agreement]

Address of Grantor:

3535 Factoria Blvd., SE, Suite 650
Bellevue, Washington

Visible Technologies, Inc.

By _____
Title _____

Visible Acquisition Corp.

By _____
Title _____

Address of Multiplier:

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

Multiplier Capital, LP

By Kevin P. Shul
Title Managing General Partner

Form: Version-1

[Signature Page—Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
VISIBLE TECHNOLOGIES	3,424,364	05/06/08
TRUINSIGHT	77/824,280	09/10/09
TRUSEARCH	77/824,275	09/10/09
TRUVOICE	77/824,272	09/10/09
TRUREPUTATION	77/752,346	06/04/09
TRUPULSE	77/824,267	09/10/09

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Systems and methods for consumer-generated media reputation management	7,720,835	05/18/10
Systems and methods for consumer-generated media reputation management	12/251,370	10/14/08
Consumer-generated media influence and sentiment determination	12/192,919	08/15/08
Systems and methods for CGM reputation management	12/750,869	03/31/10
Systems and methods for consumer-generated media reputation management	12/580,667	10/16/09

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Enterprise online communication management.	TXu001300202	05/19/06