

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
Authentic Response, Inc.		06/24/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	505 Fifth Ave., 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85563989	REINVENTION	
Serial Number:	85571529	ONEOPINION	
Serial Number:	77902644	MYVIEW	
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:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F145300		
NAME OF SUBMITTER:	Laura A. Kenerson		

OP \$90.00 85563989

Signature:	/Laura A. Kenerson/
Date:	06/25/2013
Total Attachments: 4 source=Closing Copy - First Amendment to IP Security Agreement - Authentic Response (6_2013)#page1.tif source=Closing Copy - First Amendment to IP Security Agreement - Authentic Response (6_2013)#page2.tif source=Closing Copy - First Amendment to IP Security Agreement - Authentic Response (6_2013)#page3.tif source=Closing Copy - First Amendment to IP Security Agreement - Authentic Response (6_2013)#page4.tif	

**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (the "Amendment") is made as of June 24, 2013, by and between **AUTHENTIC RESPONSE, INC.**, a Delaware corporation, with its chief executive office located at 317 Madison Avenue, 18th Floor, New York, New York 10017 ("Grantor") and **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 505 Fifth Avenue, 11th Floor, New York, New York 10017 ("Bank") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, Grantor executed and delivered an Intellectual Property Security Agreement dated as of May 22, 2009 (as amended, the "IP Agreement") in favor of Bank, pursuant to which Grantor pledged, granted and assigned a security interest in favor of Bank in the Intellectual Property Collateral; and

WHEREAS, Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of Bank.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to Exhibit C. Exhibit C to the IP Agreement is hereby amended by adding thereto (in addition to all items already listed on Exhibit C) the Intellectual Property Collateral set forth on **Schedule 1** annexed hereto and incorporated herein by reference.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
 - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
 - c. Grantor shall reimburse Bank for the legal fees and expenses incurred in connection with the preparation of this Amendment.

[signature page follows]

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

“Grantor”

AUTHENTIC RESPONSE, INC.

By: Keith Proie

Name: KEITH PROIE

Title: CEO

“Bank”

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

“Grantor”

AUTHENTIC RESPONSE, INC.

By: _____

Name: _____

Title: _____

“Bank”

SILICON VALLEY BANK

By: Michael McMahon

Name: Michael McMahon

Title: Vice President

Schedule 1

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
REINVENTION	85563989	March 8, 2012
ONEOPINION	85571529	March 16, 2012
MYVIEW	77902644	December 30, 2009