

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

12/17/2013
 900274886

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRITICAL MENTION, INC.		12/16/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			<i>CORPORATION: Delaware</i>
Name:	STONEHENGE CAPITAL FUND NEW YORK		
Street Address:	152 West 57th St., 20th Fl.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3725991	CRITICAL MEDIA	
Registration Number:	3487373	CRITICAL MENTION	
CORRESPONDENCE DATA			
Fax Number:	5852322152		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	585-232-6500		
Email:	bshaw@hselaw.com		
Correspondent Name:	Brian B. Shaw, Esq.		
Address Line 1:	1600 Bausch & Lomb Place		
Address Line 4:	Rochester, NEW YORK 14604-2711		
ATTORNEY DOCKET NUMBER:	99377.000002		
NAME OF SUBMITTER:	Brian B. Shaw		
Signature:	/Brian B. Shaw/		

CH \$65.00 3725991

Date:

12/17/2013

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of December 16, 2013, by Critical Mention, Inc., a Delaware corporation (“**Debtor**”), to and in favor of Stonehenge Capital Fund New York, in its capacity as collateral agent (in such capacity, the “**Collateral Agent**”) for the benefit of the parties (collectively, “**Secured Parties**” and each individually a “**Secured Party**”) identified as Purchasers on Schedule 1 of the Purchase Agreement (as defined below) and signatory hereto.

WITNESSETH:

WHEREAS, Debtor and the Secured Parties are herewith entering into that certain Note and Warrant Purchase Agreement dated as of the date hereof (as the same may from time to time be further amended, modified, extended, renewed or restated, the “**Purchase Agreement**,” all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Purchase Agreement);

WHEREAS, as a condition precedent to the Secured Parties entering into the Purchase Agreement, the Secured Parties have required that Debtor execute and deliver this Agreement to Collateral Agent;

WHEREAS, in order to induce the Secured Parties to enter into the Purchase Agreement, Debtor has agreed to execute and deliver this Agreement to Collateral Agent; and

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement dated as of the date hereof and executed by Debtor in favor of Collateral Agent on behalf of the Secured Parties (the “**Security Agreement**”) pursuant to which Debtor has granted to Collateral Agent a security interest in and lien on, among other things, the Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby covenants and agrees with Collateral Agent as follows:

1. Grant of Security Interest. For value received, Debtor hereby grants Collateral Agent, for the benefit of the Secured Parties, a security interest in and lien on all of Debtor’s right, title and interest in, to and under the Intellectual Property (as defined in the Security Agreement), whether now owned and existing or hereafter created, acquired or arising (collectively, the “**Collateral**”), including, without limitation:

(a) all Patents, as defined in the Security Agreement (the “**Patents**”), including, without limitation, each patent and patent application listed on Schedule A attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time);

(b) all Trademarks, as defined in the Security Agreement (the “**Trademarks**”), including, without limitation, common law rights and each mark and

application listed on Schedule B attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time);

(c) all Copyrights, as defined in the Security Agreement (the “**Copyrights**”), including, without limitation, each copyright and copyright application listed on Schedule C attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time);

(e) all Intellectual Property Licenses, as defined in the Security Agreement (the “**Licenses**”), including, without limitation, each License listed on Schedule D attached herein and incorporated herein by reference (as the same may be amended pursuant hereto from time to time); and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c), (d) and (e) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c), (d) and (e) above, and the indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations and indemnity obligations) of Debtor under the Purchase Agreement and under each of the other Transaction Documents, and (ii) any and all costs of collection, reasonable legal expenses and attorneys’ fees and expenses incurred by Collateral Agent upon the occurrence of any default under this Agreement or “Event of Default” under the Notes (an “**Event of Default**”), in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral hereunder or in representing Collateral Agent in connection with bankruptcy or insolvency proceedings (hereinafter collectively referred to as the “**Secured Obligations**”).

2. Representations, Warranties and Covenants of Debtor. The representations and warranties of Debtor set forth in Section 4.10 of the Purchase Agreement are herein incorporated by reference.

3. Inspection Rights; Product Quality. Upon reasonable notice, Debtor will permit inspection of Debtor’s facilities which manufacture, inspect or store products sold under any of the Patents, Trademarks and/or Licenses and inspection of the products and records relating thereto by Collateral Agent during normal business hours and at other reasonable times. Debtor will reimburse Collateral Agent upon demand for all costs and expenses incurred by Collateral Agent in connection with any such inspection conducted by Collateral Agent while any Event of Default has occurred and is continuing. A representative of Debtor may be present during any such inspection, provided that a particular representative’s availability or unavailability shall not inhibit or delay such inspection. Debtor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices.

4. Further Assurances. Debtor hereby agrees that, until all of the Secured Obligations shall have been paid in full, it will not, without the prior written consent of Collateral Agent, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Debtor's obligations under this Agreement or the other Transaction Documents and Debtor agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Collateral Agent under this Agreement. Debtor further agrees that at any time and from time to time, at the expense of Debtor, Debtor will promptly execute and deliver to Collateral Agent any and all further instruments and documents and take any and all further action that Collateral Agent may request in good faith in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks, Copyrights and Licenses or to enable Collateral Agent to exercise its rights and remedies under this Agreement with respect to the same.

5. Additional Patents, Trademarks, Copyrights and Licenses. If Debtor (a) becomes aware of any existing Patents, Trademarks, Copyrights or Licenses of which Debtor has not previously informed Collateral Agent, (b) obtains rights to any new patentable inventions, Patents, Trademarks, Copyrights and/or Licenses or (c) becomes entitled to the benefit of any Patents, Trademarks, Copyrights and/or Licenses which benefit is not in existence on the date of this Agreement, the provisions of this Agreement shall automatically apply thereto and Debtor shall give Collateral Agent prompt written notice thereof.

6. Modification by Collateral Agent. Debtor authorizes Collateral Agent to modify this Agreement by amending Schedules A, B, C, and/or D to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, any future copyrights and copyright applications, and any future licenses, covered by Sections 1 and 5 hereof, without the signature of Debtor if permitted by applicable law.

7. Use of Patents, Trademarks, Copyrights and Licenses. So long as no Event of Default has occurred and is continuing, Debtor may use the Patents, Trademarks and Copyrights and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products sold by Debtor, for Debtor's own benefit and account and for none other.

8. Default. If any Event of Default shall have occurred and be continuing, Collateral Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a collateral agent under the Uniform Commercial Code as enacted in any jurisdiction in which any of the Patents, Trademarks, Copyrights and/or Licenses may be located and, without limiting the generality of the foregoing, Collateral Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Debtor associated therewith), Copyrights and/or Licenses, or any interest which Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks, Copyrights or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services),

shall apply the residue of such proceeds toward the payment of the Secured Obligations in the order and manner as Collateral Agent may elect, but in any event based on each Investor's pro rata share of the Secured Obligations. Notice of any sale or other disposition of such the Patents, Trademarks, Copyrights and/or Licenses shall be given to Debtor at least 10 business days before the time of any intended public or private sale or other disposition of such Patents, Trademarks, Copyrights and/or Licenses is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Collateral Agent or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks, Copyrights and/or Licenses sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released. Debtor agrees that upon the occurrence and continuance of any Event of Default, the use by Collateral Agent of the Patents, Trademarks, Copyrights and Licenses shall be worldwide, and without any liability for royalties or other related charges from Collateral Agent to Debtor. If an Event of Default shall occur and be continuing, Collateral Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself) to enforce any and all of the Patents, Trademarks, Copyrights and Licenses, and, if Collateral Agent shall commence any such suit, Debtor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all proper documents required by Collateral Agent in and of such enforcement and Debtor shall promptly, upon demand, reimburse and indemnify Collateral Agent for all costs and expenses incurred by Collateral Agent in the exercise of its rights under this Agreement. All of Collateral Agent's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as either Debtor shall pay all of the Secured Obligations in full, this Agreement shall terminate and Collateral Agent shall execute and deliver to Debtor all instruments as may be necessary or proper to extinguish Collateral Agent's security interest therein, subject to any disposition thereof which may have been made by Collateral Agent pursuant to this Agreement.

10. Collateral Agent.

(a) *Appointment of Collateral Agent.* Subject in all respects to the terms and provisions of this Agreement, the Secured Parties hereby appoint Collateral Agent to act as agent for the benefit of the Secured Parties with respect to the liens upon and the security interests in the Collateral and the rights and remedies granted under and pursuant to the Transaction Documents, and Collateral Agent hereby accepts such appointment and agrees to act as Collateral Agent. The agency created hereby shall in no way impair or affect any of the rights and powers of, or impart any duties or obligations upon, Collateral Agent in its individual capacity as a Secured Party. To the extent legally necessary to enable the Collateral Agent to enforce or otherwise foreclose and realize upon any of the liens upon or security interests in the Collateral in any legal proceeding which the Collateral Agent either commences or joins as a party in accordance with the terms hereof, each of the Secured Parties agrees to join as a party in such proceeding and take such action therein concurrently to enforce and obtain a judgment for the payment of the Secured Obligations held by such Secured Party. The Secured Parties and Debtor expressly agree that the Collateral Agent is not acting as a fiduciary in respect of the Transaction Documents, Secured Parties, Debtor or otherwise, and nothing herein or in any other

Transaction Document shall result in any duties or obligations on the Collateral Agent or Secured Parties except as expressly set forth herein.

(b) *Authority to Perform for Debtor.* Debtor authorizes Collateral Agent to perform any agreement of Debtor hereunder which Debtor shall fail to perform and take any other action which Collateral Agent in good faith deems necessary for the maintenance or preservation of any of the Collateral or its interest therein (including, without limitation, the discharge of taxes or liens of any kind against the Collateral or the procurement of insurance or the payment of warehousing charges, landlord's bills or other charges), and Debtor agrees to forthwith reimburse Collateral Agent for all costs and expenses incurred by Collateral Agent in connection with the foregoing, and the costs and expenses shall be one of the Secured Obligations secured hereby and shall be payable by Debtor upon demand with interest from the date incurred until reimbursed by Debtor at the highest rate then payable on the Secured Obligations. Collateral Agent may for the foregoing purposes act in its own name or that of Debtor and may also so act for the purposes of adjusting, settling or cancelling any policy of insurance on the Collateral or endorsing any draft received in connection therewith, in payment of a loss or otherwise, for all of which purposes Debtor hereby grants to Collateral Agent its power of attorney, irrevocable during the term of this Agreement.

(c) *Nonliability of Collateral Agent.* Collateral Agent has no duty to protect, insure, collect or realize upon the Collateral or preserve rights in it against prior parties. Debtor and each of the Secured Parties hereby release Collateral Agent from any liability for any act or omission relating to the Secured Obligations, the Collateral or this Agreement, except to the extent arising from Collateral Agent's gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final non-appealable order.

(d) *No Waiver.* No delay on the part of the Collateral Agent in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies which the Collateral Agent would otherwise have.

(e) *Power of Attorney.* Debtor hereby irrevocably constitutes and appoints the Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of Debtor for the purpose of signing documents and taking other action (i) to perfect and protect the liens of the Collateral Agent in the Collateral, (ii) to receive and give all notices to be given by or received by Debtor, or (iii) to take or omit taking any and all actions hereunder for the purpose of carrying out the terms of this Agreement or the Notes.

(f) *Collateral Agent's Obligations and Duties.* Notwithstanding any provision contained in this Agreement to the contrary, Debtor shall remain liable under each contract or agreement considered Collateral under the terms of this Agreement. The Collateral Agent shall not have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by the Collateral Agent of any payment relating to any of the Collateral, nor shall the Collateral Agent be obligated in any manner to perform any of the obligations of Debtor under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Collateral Agent in respect

of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to the Collateral Agent or to which the Collateral Agent may be entitled at any time or times.

11. Power of Attorney. Debtor hereby irrevocably constitutes and appoints the Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of Debtor for the purpose of signing documents and taking other action (i) to perfect and protect the liens of the Collateral Agent in the Collateral, (ii) to receive and give all notices to be given by or received by Debtor or (iii) to take or omit taking any and all actions hereunder for the purpose of carrying out the terms of this Agreement or the Notes. Such power of attorney is a power coupled with an interest, shall be irrevocable and shall not first require the Collateral Agent to have received a notice of an Event of Default.

12. Preservation of Patents, Trademarks, Copyrights and Licenses. Debtor shall have the duty (a) to file and prosecute diligently any patent, trademark, service mark or copyright applications pending as of the date hereof or hereafter, as commercially reasonable, (b) to make application on unpatented but patentable inventions and on trademarks, service marks and copyrights, as commercially reasonable, and (c) to preserve and maintain all rights in the Patents, Trademarks, Copyrights and Licenses, as commercially reasonable. Any expenses incurred in connection with Debtor's obligations under this Section 12 shall be borne by Debtor.

13. No Waiver. No course of dealing between Debtor and Collateral Agent, nor any failure to exercise, nor any delay in exercising, on the part of Collateral Agent, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Debtor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement.

17. Governing Law.

(a) THE VALIDITY OF THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER TRANSACTION DOCUMENT IN RESPECT OF SUCH OTHER TRANSACTION DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING

HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(b) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE SECURED PARTY'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE THE SECURED PARTY ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. THE SECURED PARTY AND THE GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 19(b).

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGENT AND THE GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. THE AGENT AND THE GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DEBTOR:

CRITICAL MENTION, INC.

By: _____

Name:

Title:

Sean P. Morgan
President

COLLATERAL AGENT:

STONEHENGE CAPITAL FUND NEW YORK

By: _____

Name:

Title:

Signature Page to the Intellectual Property Security Agreement

TRADEMARK
REEL: 005186 FRAME: 0550

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DEBTOR:

CRITICAL MENTION, INC.

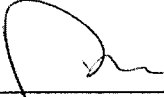
By: _____

Name:

Title:

COLLATERAL AGENT:

STONEHENGE CAPITAL FUND NEW YORK

By:  _____

Name: Ari David Kocen

Title: Vice President

Signature Page to the Intellectual Property Security Agreement

TRADEMARK
REEL: 005186 FRAME: 0551

SCHEDULE A

Patents

None

SCHEDULE B

Trademarks

CRITICAL MEDIA®, U.S. Reg. No. 3,725,991, covering “Providing temporary use of on-line non-downloadable software that provides access to television programs, movies and other content for others over public and private communications networks” in cl. 42, registered December 15, 2009.

CRITICAL MENTION®, U.S. Reg. No. 3,487,373, covering “Providing temporary use of online non-downloadable software for enabling the online monitoring, tracking and alerting of words or names spoken in television programs, movies and other content” in cl. 42, registered August 19, 2008.

SCHEDULE C

Copyrights

None

SCHEDULE D

Licenses

None