

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305822

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ClickFox, Inc.		05/27/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Technology III, L.P.		
Street Address:	400 Hamilton Avenue		
Internal Address:	Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3559492	CUSTOMER BEHAVIOR INTELLIGENCE	
Registration Number:	2595466	CLICKFOX	
CORRESPONDENCE DATA			
Fax Number:	6179464801		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6179464830		
Email:	bosippto@seyfarth.com		
Correspondent Name:	Brian Michaelis		
Address Line 1:	2 Seaport Lane		
Address Line 2:	Suite 300		
Address Line 4:	Boston, MASSACHUSETTS 02210-2028		
ATTORNEY DOCKET NUMBER:	39987.8		
NAME OF SUBMITTER:	Brian Michaelis		
SIGNATURE:	/Brian Michaelis/		
DATE SIGNED:	05/28/2014		
Total Attachments: 12			
source=AmendedIPSecurityAgreement#page1.tif			
source=AmendedIPSecurityAgreement#page2.tif			

CH \$65.00 3559492

source=AmendedIPSecurityAgreement#page3.tif
source=AmendedIPSecurityAgreement#page4.tif
source=AmendedIPSecurityAgreement#page5.tif
source=AmendedIPSecurityAgreement#page6.tif
source=AmendedIPSecurityAgreement#page7.tif
source=AmendedIPSecurityAgreement#page8.tif
source=AmendedIPSecurityAgreement#page9.tif
source=AmendedIPSecurityAgreement#page10.tif
source=AmendedIPSecurityAgreement#page11.tif
source=AmendedIPSecurityAgreement#page12.tif

**RATIFICATION AND AMENDMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Ratification and Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of the 27th day of May, 2014 by and between:

Hercules Technology III, L.P., a Delaware limited partnership having offices located at 400 Hamilton Avenue, Suite 310, Palo Alto, California 94301 (together with its successors and/or assigns, the "Secured Party"); and

ClickFox, Inc., a Delaware corporation having a principal place of business located at 3445 Peachtree Road, Suite 450, Atlanta, Georgia 30326 (together with its successors and/or assigns, the "Debtor");

in consideration of the mutual covenants contained herein and the benefits to be derived herefrom.

W I T N E S S E T H:

A. On or about August 21, 2012, the Secured Party established a certain term loan (the "2012 Term Loan") in favor of the Debtor pursuant to that certain Loan and Security Agreement dated August 21, 2012 (the "2012 LSA") by and between the Secured Party and the Debtor, which 2012 Term Loan is evidenced by, among other things, that certain Secured Term Promissory Note dated August 27, 2012 (the "2012 Term Note") made by the Debtor payable to the order of the Secured Party in the original principal amount of \$8,000,000.00.

B. On or about August 23, 2013, the Secured Party established a certain revolving credit facility (the "Revolving Credit Facility") in favor of the Debtor pursuant to that certain Loan and Security Agreement dated August 23, 2013 (the "2013 LSA") by and between the Secured Party and the Debtor.

C. All of the Debtor's obligations and liabilities to the Secured Party, including, without limitation, its obligations and liabilities relating to the 2012 Term Loan and the Revolving Credit Facility are secured by, among other things, a first priority lien in and to certain intellectual property assets of the Debtor, including, without limitation, the intellectual property assets identified on Schedule A, attached hereto and made a part hereof, pursuant to the 2012 LSA, the 2013 LSA and that certain Intellectual Property Security Agreement dated August 21, 2012 (as the same has been and may be further amended, restated, extended, supplemented or otherwise modified from time to time, the "IP Security Agreement") by and between the Secured Party and the Debtor. Capitalized terms used herein that are not defined shall have the meanings assigned to such terms in the IP Security Agreement.

D. The Debtor has requested that the Secured Party establish a term loan (the "2014 Term Loan") in favor of the Debtor to permit the Debtor to refinance existing loans established by the Secured Party in favor of the Debtor and to provide additional working capital to the Debtor. The 2014 Term Loan is evidenced by, among other things, that certain Amended and Restated Loan and Security Agreement dated May __, 2014 (the "2014 LSA") by and between the Secured Party and the Debtor.

E. As a condition precedent to the Secured Party's making the 2014 Term Loan, the Secured Party has required the Debtor to enter into this amendment to provide that the IP Security Agreement secures all of the Debtor's obligations and liabilities to the Secured Party, including, without limitation, the 2014 Term Loan and any existing obligations and liabilities of the Debtor to the Secured Party.

NOW THEREFORE, in consideration of the above premises and of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor and the Secured Party hereby covenant and agree as follows:

1. Secured Obligations. As a condition to the Secured Party's making of the 2014 Term Loan, the Debtor agrees that the security interest granted by the Debtor under the IP Security Agreement secures all obligations and liabilities of the Debtor to the Secured Party. Accordingly, to the extent necessary, the IP Security Agreement is hereby amended so as to provide that the term "Secured Obligations" includes any and all obligations and liabilities of the Debtor to the Secured Party whether now existing or hereafter arising including, but not limited to, those arising under the 2013 LSA, the 2014 LSA or otherwise.

2. Confirmation of Terms. Except as specifically modified herein, all terms and conditions of the IP Security Agreement remain in full force and effect and are hereby ratified and confirmed in all respects. Without limiting the foregoing, the Debtor and the Secured Party acknowledge and agree that the Collateral (as defined in the IP Security Agreement) granted to the Secured Party under the IP Security Agreement shall continue to secure any and all obligations and liabilities of the Debtor to the Secured Party, as amended by this Amendment.


3. Counterparts. This Amendment may be executed in one or more counterparts, which collectively shall constitute one and the same instrument.

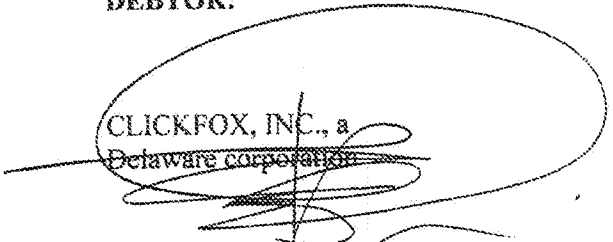
<The remainder of this page is intentionally left blank.>

This Amendment is executed as a sealed instrument as of the date first set forth above.

WITNESS:

DEBTOR:


Print Name: SHARON LYNCH


CLICKFOX, INC., a
Delaware corporation

By: _____
Name: Marco Pacelli
Title: Chief Executive Officer

SECURED PARTY:

HERCULES TECHNOLOGY III, L.P.,
a Delaware limited partnership

By: Hercules Technology SBIC
Management, LLC, its General Partner

Print Name: _____

By: Hercules Technology Growth
Capital, Inc., its Manager

By: _____
Name:
Its:

This Amendment is executed as a sealed instrument as of the date first set forth above.

WITNESS:

DEBTOR:

CLICKFOX, INC., a
Delaware corporation


Print Name: _____

By: _____
Name: Marco Pacelli
Title: Chief Executive Officer

SECURED PARTY:

HERCULES TECHNOLOGY III, L.P.,
a Delaware limited partnership


Print Name: _____



Manifesto Escobar

By: Hercules Technology SBIC
Management, LLC, its General Partner

By: Hercules Technology Growth
Capital, Inc., its Manager

By: 
Name: Michael Penney
Its: General Counsel and
Chief Compliance Officer

SCHEDULE A

INTELLECTUAL PROPERTY ASSETS

Copyrights

None.

Patents

The Company has registered or applied for registration for the following patents:

- U.S. Patent No. 7,107,535
- U.S. Patent App. No. 11/491,678
- U.S. Patent No. 7,305,622
- U.S. Patent No. 7,152,106
- U.S. Patent No. 7,644,134
- U.S. Patent No. 7,673,340

U.S. Patent No. 7,107,535 (the “’535 patent”) issued on September 12, 2006, and claims methods for modifying a website structure based on analysis of past user navigation, to provide alternate user navigation in the future. The claimed methods analyze a user’s navigational path through web pages of the website to determine the user’s objective in visiting the website. Based on analysis of the path and the determined user objective, the methods recommend modifications to structural relationships between the web pages to provide alternate user navigation between the web pages in the future. For example, the methods can recommend modifications to transitional links, such as hyperlinks, between the web pages. As a result, the website can be updated to enable users to more effectively navigate through the web pages.

U.S. Patent Application No. 11/491,678 has not yet issued as a patent, but its pending claims have been allowed by the U.S. Patent and Trademark Office. Like the related ’535 patent, the 11/491,678 application claims methods for modifying a website structure based on analysis of past user navigation, to provide alternate user navigation in the future. According to the claimed methods of the application, a navigational history of website users is created by monitoring users’ accesses to web pages of the website. Based on the navigational history, a recommendation is made to modify the navigational structure of the website, and the website is modified to result in alternate future user navigation. As a result, the website can be updated to enable users to more effectively navigate through the web pages.

U.S. Patent No. 7,305,622 (the “’622 patent”) issued on December 4, 2007, and claims methods for graphically displaying utilization patterns of a resource, such as a website. The methods analyze usage of a resource and provide one or more graphical displays representing that usage. For example, the methods can provide a tree-oriented site map representing various objects of interest of the resource, which can be, for example, web pages of a website. Various types and colors of lines can be overlaid on the site map to illustrate how users interact with the resource. More specifically, the methods analyze and illustrate how and whether users complete predefined tasks through the resource by displaying a hierarchical representation of the objects of interest and their navigational structure, overlaid with a representation of paths taken in user accesses to the objects of interest to perform a task. As a result,

administrators can analyze graphical displays to determine how effectively tasks are performed with the resource.

U.S. Patent No. 7,152,106 (the “’106 patent”) issued on December 19, 2006, and claims methods for reconstructing a user’s navigational path through web pages of a website. For various reasons, a conventional website is often unable to log certain details of user interactions with the website. The claimed methods of the patent retrieve a partial navigational path and manipulate data to reconstruct the complete path. The partial path contains a set of web page step pairs, where each step pair includes a source web page and a destination web page. If a direct link exists between a destination web page and the source web page of the subsequent step pair in the partial path, then the methods insert a step into the path indicating that the user linked directly from the destination web page to the subsequent source web page. In this manner, the partial path can be reconstructed into a complete navigational path.

U.S. Patent No. 7,644,134 (the “’134 patent”) issued on January 5, 2010, and claims methods for analyzing user interaction with an interactive system to modify the interactive system to assist future users in performing defined tasks more effectively. The analyzed system can be a website having web pages linked by a navigational structure, but the claimed methods can also apply to other interactive systems. In the case of a website, tasks on the website are defined as predetermined sequences of user accesses to the website, where each task represents a function that can be achieved by a user through visiting the corresponding predetermined sequence of web pages on the website. In the claimed methods, actual user accesses are compared to a chosen task to determine whether a user completed at least a portion of the task. Based on comparisons of user accesses to the task, the claimed methods modify the website, or recommend modification of the website, to assist future users in performing the task more effectively.

U.S. Patent No. 7,673,340 (the “’340 patent”) issued on March 2, 2010, and claims systems and methods for analyzing user behavior on an interactive system, such as a website, to provide recommendations for improvement the interactive system. Insights about user interactions with the interactive system are provided in graph form, including a presentation graph and an optional application graph. A presentation graph illustrates various user interfaces, where each node of the graph is a single user interface experienced by a user. An application model can be established to represent a feature of the interactive system, and an optional application graph illustrates various states relating to the feature modeled in a particular application model. Along with other information, presentation and application graphs are used to analyze user interaction with the interactive system, to recommend improvements to the website. The systems and methods of the ’340 patent can be applied to a website, so the claimed systems and methods can be used to analyze and illustrate website usage.

Trademarks

The Company has registered or applied for registration for the following trademarks:

Application No.	Filing Date	Registration Date	Registration No.	Status	Title
77/116,927	2/27/2007			Pending	CUSTOMER BEHAVIOR INTELLIGENCE
76/075,490	6/22/2000	7/16/2002	2,595,466	Registered	CLICKFOX

Licenses

See Attached.

1. Avaya Master License and Service Agreement, dated November 10, 2004 between the Company and Avaya, Inc.
2. Avaya Developer Connection Program Agreement, between the Company and Avaya, Inc., dated January 19, 2007 and amended by the Amendment to the Developer Connection Program Agreement, dated January 23, 2008.
3. Genesys Interworks Program Agreement between the Company and Genesys Telecommunications Laboratories, Inc., dated December 20, 2006.
4. Cooperative Marketing and Co-Sell Agreement between the Company and Intervoice, Inc., dated November 14, 2007.
5. BSD license:

acme_serve.jar
dom4j.jar
JavaSWF.jar
NetComponents.jar
jdbm.jar

BSD license freely permits reproduction and distribution of the applicable computer software on both modified and unmodified forms, subject to general obligations of attribution (e.g., reproduction of original copyright notice), disclaimers of warranties, and obligations of non-use with respect to certain trademarks of the software proprietor. While purporting to be a "BSD"-style license, the license applicable to netcomponents.jar (the Netcomponents Java class package) permits use of that software only to create new software, and only permits further distribution of netcomponents.jar only as part of said newly-created software.

6. GNU GPL/LGPL licensing mechanism

JFlex.jar
commons-logging.jar
jfreechart-0.9.3.jar
keypoint-png.jar
java_cup.jar
mysql_comp.jar
java-getopt-1.0.7.jar
jcommon-0.7.0.jar

The Company utilizes each of these software products in their "unmodified" forms, and has created no modifications or derivative works of such software products which would implicate the terms of such licenses applicable to the creation or licensing of derivative works (e.g., obligations to disclose source code of such derivative works).

7. APACHE GPL licensing mechanism

activation.jar
axis.jar

axissoap.jar
freemarker.jar
jta-spec1_0_1.jar
jakarta-oro-2.0.6.jar
mail.jar
jaxrpc-api.jar
axis-ant.jar
axis.jar
commons-discovery.jar
commons-logging.jar
jaxrpc.jar
log4j-1.2.4

The Company utilizes each of these software products in their "unmodified" forms, and has created no modifications or derivative works of such software products which would implicate the terms of such licenses applicable to the creation or licensing of derivative works (e.g., obligations to disclose source code of such derivative works).

8. Mozilla Public License mechanism

js.jar

The Company utilizes this product in its "unmodified" forms, and has created no modifications or derivative works of such software products which would implicate the terms of such licenses applicable to the creation or licensing of derivative works (e.g., obligations to disclose source code of such derivative works).

9. Sun BCL License mechanism

saaj-api.jar
jaxrpc.jar
saaj-ri.jar
jaxrpc-ri.jar
soap.jar
jee1_2_1.jar
sunjee_provider.jar
sunsoap.jar

The Company utilizes each of these software products in their "unmodified" forms, and has created no modifications or derivative works of such software products which would implicate the terms of such licenses applicable to the creation or licensing of derivative works (e.g., obligations to disclose source code of such derivative works).

10. Common Public License mechanism

wSDL4j.jar

The Company utilizes this product in its "unmodified" forms, and has created no modifications or derivative works of such software products which would implicate the terms of such licenses applicable to the creation or licensing of derivative works (e.g., obligations to disclose source code of such derivative works).

11. GNU GPL (LGPL) licensing mechanism

jfreechart.jar

Jfreechart.jar is a class library, written in Java, for creating charts, which is linked to the ClickFox application and which is distributed to end users. The Company has modified this library as is permitted under the LGPL, and is permitted by the LGPL to distribute the modified library. In addition, because the application is linked to the library, the application is, within the meaning of the LGPL, a "work that uses the Library". In addition to other obligations under the LGPL, the Company must make available the application in "object code and/or source code"; the Company satisfies this obligation by making the application available in object code form, but not in source code form.

12. Eclipse Public License (EPL)

<http://www.eclipse.org/legal/eplfaq.php>

Eclipse IDE.
All RCP plugins.

13. Apache License

<http://www.apache.org/licenses/>

Axis <http://www.apache.org/licenses/>
Commons Collection <http://commons.apache.org/license.html>
Commons Net <http://commons.apache.org/license.html>
Commons Pool <http://commons.apache.org/license.html>
JDom <http://www.apache.org/licenses/>
Log4j <http://www.apache.org/licenses/>
Xerces <http://xml.apache.org/LICENSE>
ANT <http://ant.apache.org/license.html>

14. LGPL

<http://www.gnu.org/licenses/lgpl.html>

OpenAMF
GnuGetOpt
Hibernate

15. Common Public License

JUnit <http://junit.sourceforge.net/cpl-v10.html>

16. SUN License

<http://www.java.com/en/download/license.jsp>

javax
mq
jaf
javamail
saaj

17. Database JDBC Drivers

All database JDBC drivers are freely redistributable.

MS SQL 2005
MySQL
Postgres
DB2
Oracle

BQ1 15936142 6