

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305926

| | | | |
|---|---------------------------------------|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Astute, Inc. | | 05/22/2014 | CORPORATION: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | KeyBank National Association | | |
| Street Address: | 88 East Broad Street | | |
| Internal Address: | 2nd Floor | | |
| City: | Columbus | | |
| State/Country: | OHIO | | |
| Postal Code: | 43215 | | |
| Entity Type: | a national association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2658556 | ASTUTE SOLUTIONS | |
| Registration Number: | 2653794 | ASTUTE SOLUTIONS | |
| Registration Number: | 2813456 | ASTUTE | |
| Registration Number: | 2610616 | ASTUTE SOLUTIONS | |
| Registration Number: | 2555584 | ASTUTE | |
| Registration Number: | 2957435 | REALDIALOG | |
| Registration Number: | 3476242 | REALDIALOG | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6502515002 | | |
| <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: | 6502515047 | | |
| Email: | jmull@stblaw.com | | |
| Correspondent Name: | Michelle Morad | | |
| Address Line 1: | 2475 Hanover Street | | |
| Address Line 4: | Palo Alto, CALIFORNIA 94304 | | |
| ATTORNEY DOCKET NUMBER: | 001220/0004 | | |
| NAME OF SUBMITTER: | J. Jason Mull | | |
| SIGNATURE: | /J. Jason Mull/ | | |

CH \$190.00 2658556

| | |
|---------------------|------------|
| DATE SIGNED: | 05/29/2014 |
|---------------------|------------|

Total Attachments: 4
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GRANT OF SECURITY INTEREST
TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ASTUTE, INC., an Ohio corporation (the "Grantor"), with principal offices at 2400 Corporate Exchange Drive, Suite 150, Columbus, Ohio 43231, on this 22nd day of May, 2014, hereby pledges and grants to KEYBANK NATIONAL ASSOCIATION, as Bank (the "Grantee") with principal offices at 88 East Broad Street, 2nd Floor, Columbus, Ohio 43215, a security interest in (A) (i) all United States and foreign trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or otherwise, all common-law rights related thereto, including, without limitation, any registrations and applications for registrations in respect of the foregoing, and all goodwill of the business connected with the use of or symbolized by any of the foregoing, (ii) the right to obtain all renewals thereof and (iii) the right to sue for past, present or future infringement and dilutions thereof (the "Trademarks"), including those listed on Schedule A attached hereto and all reissues, extensions or renewals thereof, and (B) all written agreements providing for the grant by or to any Grantor of any right to use any Trademark (the "Trademark Licenses") and all reissues, extension or renewals thereof, together with all products and proceeds of the Trademarks, the goodwill of the businesses with which the Trademarks are associated, and all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Revolving Loan and Security Agreement made by the Grantor and the other grantors from time to time party thereto in favor of the Grantee, dated as of May 22, 2014 (as the same may be amended, restated, modified and/or supplemented from time to time, the ("Revolving Loan and Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Revolving Loan and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are more fully set forth in the Revolving Loan and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Revolving Loan and Security Agreement, the provisions of the Revolving Loan and Security Agreement shall govern. This Grant may be executed in counterparts and by the different parties hereto on separate counterparts, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Grant by facsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart.

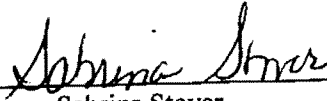
This Grant shall be governed by the laws of the State of Ohio.

This Grant may be executed by one or more of the parties to this Grant on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Grant by facsimile transmission or by electronic mail in "portable document format" shall be effective as delivery of a manually executed counterpart hereof.

[SIGNATURES ON THE FOLLOWING PAGES]

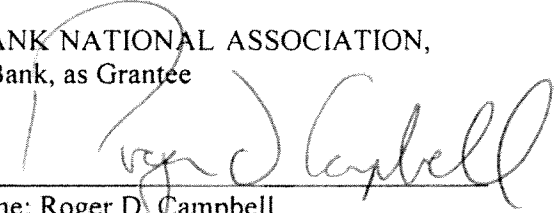
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

ASTUTE, INC.,
as Grantor



By: 
Name: Sabrina Stover
Title: Chief Financial Officer and Secretary

KEYBANK NATIONAL ASSOCIATION,
as Bank, as Grantee

By: _____


Name: Roger D. Campbell
Title: Senior Vice President

SCHEDULE A**TRADEMARKS**

| Mark | Reg. No. | Reg. Date |
|---|-----------------|------------------|
|  | 2658556 | 12/10/2002 |
|  | 2653794 | 11/26/2002 |
| ASTUTE | 2813456 | 2/10/2004 |
| ASTUTE SOLUTIONS | 2610616 | 8/20/2002 |
| ASTUTE | 2555584 | 1/8/2002 |
| REALDIALOG | 2957435 | 5/31/2005 |
| REALDIALOG | 3476242 | 7/29/2008 |

TRADEMARK APPLICATIONS

None.