

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324397

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bazaarvoice, Inc.		11/21/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank, as Agent		
Street Address:	39200 Six Mile Road		
Internal Address:	MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	86295005	BAZAARVOICE CURATIONS	
Registration Number:	4462651	BAZAAR VOICE	
Registration Number:	4420849	BAZAARVOICE INTELLIGENCE	
Registration Number:	4431276	BAZAARVOICE CONVERSATIONS	
Registration Number:	4367840	BAZAARVOICE CONNECTIONS	
Registration Number:	4260280	SMART SEO	
Registration Number:	4185553	SOCIALCONNECT	
Registration Number:	4384603	B:	
Registration Number:	4204752	BAZAARVOICE	
Registration Number:	3928729	BRANDANSWERS	
Registration Number:	4084655	SOCIAL ALERTS	
Registration Number:	3873368	BRANDVOICE	
Registration Number:	3978496	ASK & ANSWER	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	734-930-0121		
Email:	asujek@bodmanlaw.com		
TRADEMARK			

OP \$340.00 86295005

Correspondent Name: Angela Alvarez Sujek - Bodman PLC
Address Line 1: 201 South Division, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER: Angela Alvarez Sujek

SIGNATURE: /Angela Alvarez Sujek/

DATE SIGNED: 11/25/2014

Total Attachments: 9

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (“Agreement”) is entered into as of November 21, 2014 by and between Comerica Bank, as Agent for the Lenders (as defined below) (“Agent”), and the undersigned (“Grantor”).

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantor (the “Loans”) in the amounts and manner set forth in that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the “Credit Agreement”) by and among Grantor, the financial institutions from time to time signatory thereto (individually a “Lender”, and any and all such financial institutions collectively the “Lenders”) and Agent. Capitalized terms used herein are used as defined in the Credit Agreement.

B. The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in certain Copyrights, Trademarks and Patents (each as defined in the Security Agreement (defined below) to secure the obligations of Grantor under the Credit Agreement.

C. Pursuant to the terms of that certain Amended and Restated Security Agreement, dated as of the date hereof (as amended, restated or otherwise modified from time to time, the “Security Agreement”) by Grantor in favor of Agent, Grantor has granted to Agent a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Indebtedness, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Indebtedness, Grantor grants and pledges to Agent a security interest in all of such Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (as defined in the Security Agreement) (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Agent under the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available Agent or any Lender as a matter of law or equity. Each right, power and remedy of Agent or any Lender provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent or any

Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent or any Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.


This Agreement amends, restates and consolidates in their entirety that certain Intellectual Property Security Agreement dated as of July 18, 2007, as amended, restated or otherwise modified, by Grantor in favor of Comerica Bank (the "Prior Security Agreement"), which such Prior Security Agreement was assigned by Comerica Bank to Agent pursuant to that certain Assignment of Loan Documents dated as of the date hereof by and among Comerica Bank, as assignor, Agent, as assignee, and Grantor.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

BAZAARVOICE, INC.

By: 
Name: Jim Offerdahl
Title: Chief Financial Officer

AGENT:

COMERICA BANK

By: Steph P. Bitter
Name: Steph P. Bitter
Title: Service Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Title	App. No.	Filing Date	Reg. No.	Date Granted
System, method and computer program product for identifying words within collection of text applicable to specific sentiment	13/363978	2/1/12	8,818,788	8/26/14
Method and system for distribution of user generated content	13/650869	10/12/12	8,666,853	3/4/14
System, method and computer program product for identifying products associated with polarized sentiments	13/361691	1/30/12	8,600,796	12/3/13
Method and system for promoting user generation of content	13/492642	6/8/12	8,589,246	11/19/13
Method and system for distribution of user generated content	12/243679	10/1/08	8,321,300	11/27/12
Method and system for promoting user generation of content	12/614016	11/6/09	8,214,261	7/3/12
Inline editing of a displayed visual component	13/831562	3/14/13	n/a	n/a
Non-linear classification of text samples	13/837803	3/15/13	n/a	n/a
Mobile application for in-store use	13/831540	3/14/13	n/a	n/a
Method and system for content submission continuation	13/750543	1/25/13	n/a	n/a
Method and system for determining and using style attributes of web content	13/744206	1/17/13	n/a	n/a


Title	App. No.	Filing Date	Reg. No.	Date Granted
Method and system for distribution of user generated content	14/195235	3/3/14	n/a	n/a
System, method and computer program product for identifying products associated with polarized sentiments	14/094609	12/2/13	n/a	n/a
Using a financial account statement to present an opportunity to provide content related to a good or service	13/691607	11/30/12	n/a	n/a
Method and system for promoting user generation of content	14/083093	11/18/13	n/a	n/a
Method and system for content submission	13/649371	10/11/12	n/a	n/a
Determining advocacy metrics based on user generated content	13/769639	2/18/13	n/a	n/a
Determining influence of a person based on user generated content	13/769675	2/18/13	n/a	n/a
Identifying and assigning metrics to influential user generated content	13/739950	1/11/13	n/a	n/a
Method and system for smart question routing	13/660409	10/25/12	n/a	n/a
Method and system for distribution of content	13/289586	11/4/11	n/a	n/a
Method and system for distribution of content using a syndication delay	13/289724	11/4/11	n/a	n/a
Method and system for providing performance metrics	12/698510	2/2/10	n/a	n/a
Method and system for providing content generation capabilities	12/698447	2/2/10	n/a	n/a

Title	App. No.	Filing Date	Reg. No.	Date Granted
Insertion of user-generated content (UGC) into advertisements based on contributor attributes	13/859491	4/9/13	n/a	n/a
Method and system for collecting data on web sites	12/888559	9/23/10	n/a	n/a
Method and system for pagination of content	13/362161	1/31/12	n/a	n/a
System, method and computer program product for customer intelligence	13/407239	2/28/12	n/a	n/a
Brand response	13/407358	2/28/12	n/a	n/a
System, method and computer program product for identifying words within collection of text applicable to specific sentiment	14/468038	8/25/14	n/a	n/a

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EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
BAZAARVOICE CURATIONS	86/295005	5/29/14	n/a	n/a
	85/945160	5/29/13	4,462,651	1/7/14
BAZAARVOICE INTELLIGENCE	85/780293	11/15/12	4,420,849	10/22/13
BAZAARVOICE CONVERSATIONS	85/780289	11/15/12	4,431,276	11/12/13
BAZAARVOICE CONNECTIONS	85/780266	11/15/12	4,367,840	7/16/13
SMART SEO	85/467569	11/8/11	4,260,280	12/18/12
SOCIALCONNECT	85/467561	11/8/11	4,185,553	8/7/12
	85/428813	9/21/11	4,384,603	8/13/13
BAZAARVOICE	85/428811	9/21/11	4,204,752	9/11/12
BRANDANSWERS	85/118796	8/30/10	3,928,729	3/8/11
SOCIAL ALERTS	85/098985	8/3/10	4,084,655	1/10/12
BRANDVOICE	85/004218	4/1/10	3,873,368	11/9/10
ASK & ANSWER	77/518074	7/9/08	3,978,496	6/14/11