

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326647

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LocalResponse, Inc.		12/02/2014	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Venture Lending & Leasing VI, Inc.		
<b>Street Address:</b>	104 La Mesa Drive, Suite 102		
<b>City:</b>	Portola Valley		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94028		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>Name:</b>	Venture Lending & Leasing VII, Inc.		
<b>Street Address:</b>	104 La Mesa Drive, Suite 102		
<b>City:</b>	Portola Valley		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94028		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86347176	QUALIA	
<b>Serial Number:</b>	86369777	QUALIA	
<b>Serial Number:</b>	86360366	CONSUMERS DECLARE. WE DELIVER.	
<b>Serial Number:</b>	86351365	INTENT QUALITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4157774961		
<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>			
<b>Phone:</b>	415 981 1400		
<b>Email:</b>	gkiviat@grmslaw.com		
<b>Correspondent Name:</b>	Jeffrey T. Klugman		
<b>Address Line 1:</b>	Four Embarcadero Center, Suite 4000		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	48046/0012 T		

OP \$115.00 86347176

<b>NAME OF SUBMITTER:</b>	Jeffrey T. Klugman
<b>SIGNATURE:</b>	/Jeffrey T. Klugman/
<b>DATE SIGNED:</b>	12/18/2014
<b>Total Attachments: 2</b> source=LocalResponse, Inc. - 67-0012 Supplement No. 1#page1.tif source=LocalResponse, Inc. - 67-0012 Supplement No. 1#page2.tif	

SUPPLEMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Supplement No. 1 to Intellectual Property Security Agreement (this "Supplement") is made as of December 2, 2014, by and between LOCALRESPONSE, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING VI, INC. ("VLL6") and VENTURE LENDING & LEASING VII, INC. ("VLL7"), both Maryland corporations (sometimes referred to herein individually or together as "Secured Party").

RECITALS

WHEREAS, Grantor and Secured Party are parties to that certain Intellectual Property Security Agreement, dated as of January 25, 2013 (as the same has been and may be amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement") pursuant to which, among other things, Grantor granted Secured Party a security interest in, to and under certain items of Grantor's Intellectual Property;

WHEREAS, Grantor and Secured Party wish to amend the Intellectual Property Security Agreement on the terms set forth herein; and

WHEREAS, each capitalized term used but not otherwise defined herein shall have the meaning ascribed thereto in the Intellectual Property Security Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Exhibit C to Intellectual Property Security Agreement, the listing of Grantor's Trademarks, is hereby supplemented and amended by Exhibit "C" attached to this Supplement, to include reference to Grantor's right, title and interest in, to and under the Trademarks set forth thereon.

2. This Supplement shall be deemed to be an amendment to Intellectual Property Security Agreement and shall not be construed in any way as a replacement or substitution therefor. All of the terms and conditions of, and terms defined in, this Supplement are hereby incorporated by reference into the Intellectual Property Security Agreement as if such terms and provisions were set forth in full therein. Except as so amended hereby, the Intellectual Property Security Agreement and the other Loan Documents shall remain in full force and effect in accordance with their respective terms.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the day and year first above written.

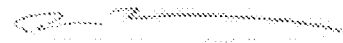
GRANTOR:

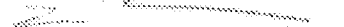
SECURED PARTY:

LOCALRESPONSE, INC.

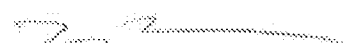
VENTURE LENDING & LEASING VI, INC.

By: VENTURE LENDING & LEASING VII, INC.  
as attorney-in-fact pursuant to Section 3(b)(i) of  
the Intellectual Property Security Agreement

By:   
Name: Maurice Werdegar  
Title: President and CEO

By:   
Name: Maurice Werdegar  
Title: President and CEO

VENTURE LENDING & LEASING VII, INC.

By:   
Name: Maurice Werdegar  
Title: President and CEO

SUPPLEMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

EXHIBIT "C"

USPTO Serial #	Patents / Trademarks	"Intent to Use" Application Date	"In Use" Application Date
86347176	Qualia (name)	7/24/2014	9/22/2014
86369777	Qualia (logo)	8/18/2014	TBD
86360366	Consumers Declare. We Deliver.	8/7/2014	TBD
86251365	Intent Quality (IQ)	8/29/2014	TBD

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