

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335428

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amendment to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Critical Mix, Inc.	FORMERLY Authentic Response, Inc.	03/16/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	505 Fifth Avenue		
Internal Address:	11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4668752	EARNINGSTATION	
Registration Number:	4488115	IGAIN	
Registration Number:	4492461	CRITICAL MIX	
Registration Number:	4326978	ONEOPINION	
Registration Number:	3659433	AUTHENTIC RESPONSE	
Registration Number:	3249088	ZOOMPANEL	
Registration Number:	3896299	MYVIEW	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Dwayne C. Houston		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F154556		

OP \$190.00 4668752

NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	03/18/2015
Total Attachments: 4 source=Closing copy - Second Amendment to Intellectual Property Security Agreement - Critical Mix (03-2015)#page1.tif source=Closing copy - Second Amendment to Intellectual Property Security Agreement - Critical Mix (03-2015)#page2.tif source=Closing copy - Second Amendment to Intellectual Property Security Agreement - Critical Mix (03-2015)#page3.tif source=Closing copy - Second Amendment to Intellectual Property Security Agreement - Critical Mix (03-2015)#page4.tif	

**SECOND AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Amendment to Intellectual Property Security Agreement (the "Amendment") is made as of March 16, 2015, by and between **CRITICAL MIX INC.**, a Delaware corporation (formerly known as AUTHENTIC RESPONSE, INC.), with its chief executive office located at 53 Riverside Avenue, Westport, Connecticut 06880 ("Grantor"), and **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 505 Fifth Avenue, 11th Floor, New York, New York 10017 ("Bank"), in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, Grantor and Bank executed an Intellectual Property Security Agreement dated as of May 22, 2009, as amended by a certain First Amendment to Intellectual Property Security Agreement dated as of June 24, 2013 (as amended, the "IP Agreement"), pursuant to which Grantor pledged, granted and assigned a security interest in favor of Bank in the Intellectual Property Collateral; and

WHEREAS, Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of Bank.

NOW, THEREFORE, it is hereby agreed as follows:

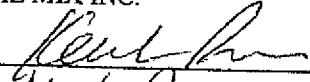
1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to Exhibit C. Exhibit C to the IP Agreement is hereby amended by adding thereto (in addition to all items already listed on said Exhibit C) the Intellectual Property Collateral set forth on Schedule 1 annexed hereto and incorporated herein by reference.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
 - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
 - c. Grantor shall reimburse Bank for the legal fees and expenses incurred in connection with the preparation of this Amendment.

[signature page follows]

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Grantor"

CRITICAL MIX INC.

By: 

Name: Keith Price

Title: Co-CEO

"Bank"

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Grantor"

CRITICAL MIX INC.

By: _____

Name: _____

Title: _____

"Bank"

SILICON VALLEY BANK

By: Michael Miller

Name: Michael Miller

Title: VP

Schedule 1

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
EARNINGSTATION	4668752	January 6, 2015
IGAIN	4488115	February 25, 2014
CRITICAL MIX	4492461	March 4, 2014
ONEOPINION	4326978	April 30, 2013
AUTHENTIC RESPONSE	3659433	July 21, 2009
ZOOMPANEL	3249088	June 5, 2007
MYVIEW	3896299	December 28, 2010