

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363758

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | First Amendment to Intellectual Property Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| EYEVUEW, INC. | | 11/25/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SILICON VALLEY BANK | | |
| Street Address: | 275 Grove Street, Suite 2-200 | | |
| City: | Newton | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02466 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4784774 | VIDEOIQ | |
| Serial Number: | 86429260 | EYEVUEW | |
| Serial Number: | 86430581 | EYEVUEW | |
| Serial Number: | 86817079 | V-CIRCULAR | |
| 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: | 2023704750 | | |
| Email: | ipteam@nationalcorp.com | | |
| Correspondent Name: | Darlena Bari Stark | | |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 | | |
| Address Line 2: | National Corporate Research, Ltd. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | F159780 | | |
| NAME OF SUBMITTER: | James Won | | |
| SIGNATURE: | /James Won/ | | |
| DATE SIGNED: | 11/25/2015 | | |
| Total Attachments: 5 | | | |

OP \$115.00 4784774

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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (the "Amendment") is made as of November 25, 2015, by and between **EYEVUE, INC.**, a Delaware corporation, with its principal place of business at 60 Madison Avenue, 4th Floor, New York, New York 10010 ("Grantor") and **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("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 executed and delivered an Intellectual Property Security Agreement dated as of September 16, 2014 (as amended, the "IP Agreement") in favor of Bank, 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 B. Exhibit B to the IP Agreement is hereby amended by adding thereto (in addition to all items already listed on said Exhibit B) the Intellectual Property Collateral set forth on Schedule 1 annexed hereto and incorporated herein by reference.
3. 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 2 annexed hereto and incorporated herein by reference.
4. 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"

EYEVIEW, INC.

By: 

Name: Owen Harshers

Title: 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”

EYEVUE, INC.

By: _____

Name: _____

Title: _____

“Bank”

SILICON VALLEY BANK

By: Sam Subitá

Name: Sam Subitá

Title: VP

Schedule 1

Patents

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--|---|---|
| Using Cloud Computing For Generating Personalized Dynamic and Broadcast Quality Videos | 8,832,226 | September 9, 2014 |
| Using Cloud Computing For Generating Personalized Dynamic and Broadcast Quality Videos | 14/331116 | July 14, 2014 |
| Creating Videos Based on CRM Information | 14/855,312 | September 15, 2015 |

Schedule 2

Trademarks

| <u>Description</u> | Registration/ Application <u>Number</u> | Registration/ Application <u>Date</u> |
|--------------------|---|---|
| VideoIQ | 4784774 | August 4, 2015 |
| Eyeview | 86429260 | October 20, 2014 |
| Eyeview | 86430581 | October 21, 2014 |
| V-Circular | 86817079 | November 11, 2015 |