

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VISUAL IQ, INC.		01/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ESCALATE CAPITAL PARTNERS SBIC III, LP		
Street Address:	300 West Sixth Street, Suite 2230		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	86228466	DIALOG IQ	
Registration Number:	4931647	VISUAL IQ	
Registration Number:	4776669	IQ DEPLOY	
Registration Number:	4726367	IQ DEPLOY	
Registration Number:	4599484	IQ INSIGHT	
Registration Number:	4599483	IQ INSIGHT	
Registration Number:	4106701	IQ SAGE	
Registration Number:	4106700	IQ SAGE	
Registration Number:	4089909	IQ ENVOY	
Registration Number:	4089907	IQ ENVOY	
Registration Number:	4067869	TRUEMETRICS	
Registration Number:	4067868	TRUEATTRIBUTION	
Registration Number:	3951597	AUDIENCE IQ	
Registration Number:	3674035	VISUAL IQ	
Registration Number:	3674034	VISUAL IQ	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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>			

OP \$390.00 86228466

TRADEMARK

Phone: 214-932-6400
Email: sshernandez@mcguirewoods.com
Correspondent Name: AARON J. PICKELL
Address Line 1: 2000 MCKINNEY AVENUE, SUITE 1400
Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER: 2067509-0054

NAME OF SUBMITTER: Aaron Pickell

SIGNATURE: /Aaron Pickell/

DATE SIGNED: 01/05/2017

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 3, 2017 by and between VISUAL IQ, INC., a Delaware corporation ("**Borrower**"), and ESCALATE CAPITAL PARTNERS SBIC III, LP, a Delaware limited partnership ("**Lender**").

RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "**Loan Agreement**"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, certain Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and 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. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

Notwithstanding anything to the contrary, "Intellectual Property" shall not include any "intent to use" trademark, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.).


[Signature pages follows]

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

Address of Borrower:

BORROWER:

VISUAL IQ, INC.,
a Delaware corporation

By: 
Name: MANU MATHEW
Title: CEO

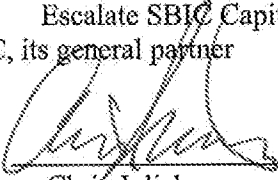
Address of Lender:

300 West Sixth Street, Suite 2230
Austin, Texas 78701

LENDER:

ESCALATE CAPITAL PARTNERS SBIC III, LP,
a Delaware limited partnership

By: Escalate SBIC Capital Management III,
LLC, its general partner

By: 
Name: Chris Julich
Title: Manager

[Signature Page to Intellectual Property Security Agreement]

85357649

TRADEMARK
REEL: 005960 FRAME: 0026

SCHEDULE A
Copyrights

None.

SCHEDULE B
Patents

SERIAL NO.	FILING DATE	PUBL. NO.	PUBL. DATE	PATENT NO.	ISSUE DATE	NOTES
13/492,493	06/08/2012	2013/0332264	12/12/2013	9183562	11/10/2015	
13/789,453	03/07/2013	2014/0257966	09/11/2014			
13/789,459	03/07/2013	2014/0257972	09/11/2014			
14/145,521	12/31/2013	2015/0186927	07/02/2015			
14/145,625	12/31/2013	2015/0186924	07/02/2015			
14/322,353	07/02/2014	2015/0186926	07/02/2015			
14/465,838	08/22/2014	2016/0055519	02/25/2016			
14/584,494	12/29/2014	2015/0186925	07/02/2015			
14/584,588	12/29/2014	2015/0186928	07/02/2015			
14/585,728	12/30/2014	2016/0189205	06/30/2016			
14/972,801	12/17/2015	2016/0210657	07/21/2016			
14/973,246	12/17/2015	2016/0210658	07/21/2016			
14/978,403	12/22/2015	2016/0210641	07/21/2016			
14/978,489	12/22/2015	2016/0210661	07/21/2016			
14/978,609	12/22/2015	2016/0210659	07/21/2016			
14/969,773	12/15/2015	2016/0210656	07/21/2016			

SCHEDULE C
Trademarks

WORD MARK	SERIAL NO	FILING DATE	REG. NO.	REG. DATE	NOTES
DIALOG IQ	86/228,466	03/21/2014			
VISUAL IQ	86/673,762	06/25/2015	4931647	04/05/2016	
IQ DEPLOY	86/462,637	11/24/2014	4776669	07/21/2015	
IQ DEPLOY	86/228,304	03/21/2014	4726367	04/28/2015	
IQ INSIGHT	85/206,390	12/28/2010	4599484	09/09/2014	
IQ INSIGHT	85/206,364	12/28/2010	4599483	09/09/2014	
IQ SAGE	85/206,847	12/28/2010	4106701	02/28/2012	
IQ SAGE	85/206,825	12/28/2010	4106700	02/28/2012	
IQ ENVOY	85/206,814	12/28/2010	4089909	01/24/2012	
IQ ENVOY	85/206,769	12/28/2010	4089907	01/24/2012	
TRUEMETRICS	77/910,500	01/12/2010	4067869	12/06/2011	
TRUEATTRIBUTION	77/910,496	01/12/2010	4067868	12/06/2011	
AUDIENCE IQ	77/801,655	08/11/2009	3951597	04/26/2011	
VISUAL IQ	77/462,564	04/30/2008	3674035	08/25/2009	
VISUAL IQ	77/462,552	04/30/2008	3674034	08/25/2009	

FOREIGN TRADEMARK REGISTRATIONS/APPLICATIONS

COUNTRY	WORD MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	NOTES
AUSTRALIA	VISUAL IQ	1683309	03/25/2015	1683309	03/25/2015	
EUROPE	DIALOG IQ	013177258	08/15/2014	013177258	01/06/2015	
EUROPE	DIALOG IQ	013177258	08/15/2014	013177258	01/06/2015	
INDIA	VISUAL IQ	2936070	04/07/2015			