

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Visible Technologies, Inc.	02/15/2013
RECEIVING PARTY DATA	
Name:	Bridge Bank, National Association
Street Address:	55 Almaden Boulevard, Suite 100
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	12192919
Application Number:	12251370
Application Number:	12750869
Application Number:	13230825
Application Number:	11745390
Application Number:	12580667
Application Number:	13596897
CORRESPONDENCE DATA	
Fax Number:	8586385130
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	858-677-1400
Email:	susan.reynholds@dlapiper.com
Correspondent Name:	DLA Piper LLP (US)
Address Line 1:	4365 Executive Drive, Suite 1100
Address Line 4:	San Diego, CALIFORNIA 92121
ATTORNEY DOCKET NUMBER:	355157-182

PATENT

NAME OF SUBMITTER:

Troy Zander

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 15, 2013, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and VISIBLE TECHNOLOGIES, INC. ("Grantor"), is made with reference to the Loan and Security Agreement, dated as of February 15, 2013 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

VISIBLE TECHNOLOGIES, INC.

By: Richard A. Pasewark

Name: Richard Pasewark

Title: CEO

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Richard Pasewark - CEO
3535 Factoria Blvd. SE, Suite 650
Bellevue, WA 98006
Fax: [(425) 957-7717]

Address for Notices:

Attn: Mike Field
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

{Signature Page to Intellectual Property Security Agreement}

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

VISIBLE TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Richard Pasewark - CEO
3535 Factoria Blvd. SE, Suite 650
Bellevue, WA 98006
Fax: [()]

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: 

Name: Dan P. Stone

Title: Senior Vice President

Address for Notices:

Attn: Mike Field
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

{Signature Page to Intellectual Property Security Agreement}

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist ☐

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>
Text	Enterprise online communication management.		TXu001300202	5/19/06	

Exhibit B
TRADEMARKS

Please Check if No Trademarks Exist ☐

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
VISIBLE EDGE	85625565	N/A		5/15/12
VISIBLE TECHNOLOGIES	85152939	4069576		10/14/10
VISIBLE	85152929	4069575		10/14/10
VISIBLE INTELLIGENCE	85089595	4061029		7/21/10
VISIBLE TECHNOLOGIES	78793714	3424364		1/18/06
TRUREPUTATION	77752346	3816570		6/4/09

EXHIBIT C

PATENTS

Please Check if No Patents Exist ☐

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue / File Date:</u>
Consumer-generated media influence and sentiment determination	N/A	12192919	Published	8/15/08
Systems and methods for consumer-generated media reputation management	N/A	12251370	Published	10/14/08
Systems and methods for consumer-generated media reputation management	N/A	12750869	Published	3/31/10
Systems and methods for consumer-generated media reputation management	N/A	13230825	Published	9/12/11
Systems and methods for consumer-generated media reputation management	7720835	11745390	Issued	5/18/10
Systems and methods for consumer-generated media reputation management	N/A	12580667	Published	10/16/09
Consumer-generated media influence and sentiment determination	N/A	13596897	Published	8/28/12