#### 503586662 11/25/2015

### PATENT ASSIGNMENT COVER SHEET

EPAS ID: PAT3633291

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY **AGREEMENT** 

### **CONVEYING PARTY DATA**

N:	ame	Execution Date
EYEVIEW, INC.		11/25/2015

### **RECEIVING PARTY DATA**

Name:	SILICON VALLEY BANK
Street Address:	275 GROVE STREET, SUITE 2-200
City:	NEWTON
State/Country:	MASSACHUSETTS
Postal Code:	02466

### **PROPERTY NUMBERS Total: 3**

Property Type	Number
Application Number:	14331116
Application Number:	14855312
Patent Number:	8832226

### **CORRESPONDENCE DATA**

Fax Number: (800)494-7512

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.

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**

source=Closing copy - First Amendment to Intellectual Property Security Agreement#page1.tif source=Closing copy - First Amendment to Intellectual Property Security Agreement#page2.tif

PATENT REEL: 037160 FRAME: 0281 503586662

source=Closing copy - First Amendment to Intellectual Property Security Agreement#page3.tif source=Closing copy - First Amendment to Intellectual Property Security Agreement#page4.tif source=Closing copy - First Amendment to Intellectual Property Security Agreement#page5.tif

PATENT REEL: 037160 FRAME: 0282

# 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 **EYEVIEW**, **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.

### WITNESSETH:

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. <u>Definitions</u>. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
- 2. <u>Amendment to Exhibit B</u>. 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 <u>Schedule 1</u> annexed hereto and incorporated herein by reference.
- 3. <u>Amendment to Exhibit C</u>. 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 <u>Schedule 2</u> 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: Others
Title:
"Bank"
SILICON VALLEY BANK
Ву:
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.

Giantoi
EYEVIEW, INC.
By:
Name:
Title:
"Bank"
SILICON YALLEY BANK
By: Sam Salll
Name: Som Subiliti
mater VP

# Schedule 1

### Patents

Description	Registration/ Application <u>Number</u>	Registration/ Application <u>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

-3-

# Schedule 2

## Trademarks

Description	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