

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365462

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FOCUSVISION WORLDWIDE, INC.		12/11/2015	CORPORATION: DELAWARE
DECIPHER, INC.		12/11/2015	CORPORATION: CALIFORNIA
REVELATION, INC.		12/11/2015	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	ANTARES CAPITAL LP, AS COLLATERAL AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3746426	SUPERMOBI
Registration Number:	1989971	FOCUSVISION WORLDWIDE
Registration Number:	3155244	FOCUSVISION INTERVU
Registration Number:	3156508	VIDEOMARKER LIBRARIAN
Registration Number:	4079043	BE ANYWHERE RESEARCH EVERYWHERE
Registration Number:	4360375	FOCUSVISION LIBRARIAN
Registration Number:	2400030	ACTIVEGROUP
Registration Number:	4196652	ILLUMINATE OPPORTUNITY
Registration Number:	4421523	BEACON BY DECIPHER
Registration Number:	4473434	DECIPHER
Registration Number:	3148058	REVELATION
Registration Number:	4130018	THE IMMERSIVE RESEARCH COMPANY
Registration Number:	4139769	MEANING ENGINE
Registration Number:	3957748	Q
Registration Number:	3957747	FINDING YOUR TRUTH
Registration Number:	3873304	CONNECTING CLIENTS WITH THEIR TRUTH
Registration Number:	4400047	24TRU

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86766348	RESEARCHREPORTER

CORRESPONDENCE DATA

Fax Number:

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: 312.577.8574

Email: humberto.aquino@kattenlaw.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	387132-00162
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	12/11/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of December 11, 2015, (this “Agreement”), by each of the signatories hereto (each, a “Grantor”) in favor of ANTARES CAPITAL LP (“Antares”), as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

1. Reference is made to that certain Pledge and Security Agreement, dated as of December 11, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantors party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in Credit Agreement dated as of December 11, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), by and among Clarity Intermediate Co., Inc., a Delaware corporation (“Holdings”), Clarity Acquisition Co., Inc., a Delaware corporation (together with its successors and assigns, including FVW Consolidated Holding Corporation, a Delaware corporation, from and after the consummation of the Target Merger, the “TopCo Borrower”), Vision Finance Merger Sub Corp, a Delaware corporation (together with its permitted successors and assigns, including FocusVision Worldwide, Inc., a Delaware corporation, from and after the consummation of the OpCo Merger, the “OpCo Borrower” and, together with the TopCo Borrower, the “Borrowers”), the Lenders from time to time party thereto, Antares Capital LP, in its capacities as administrative agent and collateral agent for the Lenders (the “Administrative Agent”) and Antares Holdings LP, as Swingline Lender). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto; and
- B. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

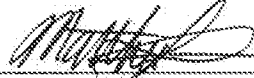
SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FOCUSVISION WORLDWIDE, INC.

By: 
Name: Matthew Levine
Title: Chairman

DECIPHER, INC.

By: _____
Name: Keith Kahrs
Title: Secretary

REVELATION, INC.

By: _____
Name: Eric Grosgeat
Title: Vice President

[Signature Page to Trademark Security Agreement]

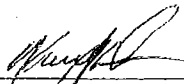
TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FOCUSVISION WORLDWIDE, INC.

By: _____
Name: Matthew Levine
Title: Chairman

DECIPHER, INC.

By:  _____
Name: Keith Kahrs
Title: Secretary

REVELATION, INC.

By: _____
Name: Eric Grosogeat
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005687 FRAME: 0599

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FOCUSVISION WORLDWIDE, INC.

By: _____
Name: Matthew Levine
Title: Chairman

DECIPHER, INC.

By: _____
Name: Keith Kahrs
Title: Secretary

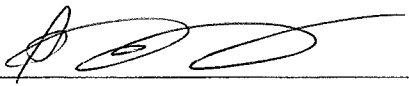
REVELATION, INC.

By: Eric Grosogeat
Name: Eric Grosogeat
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
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ANTARES CAPITAL LP,
as Collateral Agent

By: 
Name: _____
Title: **Alfredo Wang**
Duly Authorized

[Signature Page to Trademark Security Agreement]

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NO.	TRADEMARK
FocusVision Worldwide, Inc.	3,746,426	SUPERMOBI®
FocusVision Worldwide, Inc.	1,989,971	FOCUSVISION WORLDWIDE®
FocusVision Worldwide, Inc.	3,155,244	FOCUSVISION INTERVU®
FocusVision Worldwide, Inc.	3,156,508	VIDEOMARKER LIBRARIAN®
FocusVision Worldwide, Inc.	4,079,043	BE ANYWHERE RESEARCH EVERYWHERE®
FocusVision Worldwide, Inc.	4,360,375	FOCUSVISION LIBRARIAN®
FocusVision Worldwide, Inc.	2,400,030	ACTIVEGROUP®
Decipher Inc.	4,196,652	ILLUMINATE OPPORTUNITY®
Decipher Inc.	4,421,523	BEACON BY DECIPHER®
Decipher Inc.	4,473,434	DECIPHER®
Revelation, Inc.	3,148,058	REVELATION®
Revelation, Inc.	4,130,018	THE IMMERSIVE RESEARCH COMPANY®
Revelation, Inc.	4,139,769	MEANING ENGINE®
FocusVision Worldwide, Inc.	3957748	Q
FocusVision Worldwide, Inc.	3957747	FINDING YOUR TRUTH
FocusVision Worldwide, Inc.	3873304	CONNECTING CLIENTS WITH THEIR TRUTH
FocusVision Worldwide, Inc.	4400047	24TRU

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK	STATUS
FocusVision Worldwide, Inc.	86/766,348	RESEARCH REPORTER™	Pending