

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Who's Calling, Inc.	FORMERLY Who's Calling.com Corp.	08/31/2005	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	2321 Rosecrans Avenue
Internal Address:	Suite 5000
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90246
Entity Type:	Bank: MICHIGAN

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2975770	LEAD SAVER
Registration Number:	2975769	CALLER VIEW
Registration Number:	2975768	CALL SYNC
Registration Number:	2975767	WHO'S CALLING
Registration Number:	2975766	WHO'S CALLING
Registration Number:	2966451	DEALER DESK
Registration Number:	2958540	WHO'S CALLING
Registration Number:	2958539	WHO'S CALLING
Registration Number:	2908648	CALL SAFE
Registration Number:	2639010	WHO'S CALLING
Registration Number:	2322897	WHO'S CALLING.COM
Serial Number:	78467337	SALES CATALYST
Serial Number:	78976162	VOICE VIEW

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Serial Number:	78315304	VOICE VIEW
Serial Number:	78315325	VOICE VIEW MONITORING
Serial Number:	78315330	VOICE VIEW MONITORING
Serial Number:	78315336	VOICE VIEW MONITORING
Serial Number:	78315266	LEAD SAVER
Serial Number:	78315248	DEALER DESK
Serial Number:	78315162	IT PAYS TO KNOW
Serial Number:	78378941	EMAIL ADVANTAGE
Serial Number:	78326952	CALL SAFE

CORRESPONDENCE DATA

Fax Number: (650)849-7400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6508435381

Email: dsanchezbentz@cooley.com

Correspondent Name: Diana Sanchez Bentz

Address Line 1: Cooley Godward LLP

Address Line 2: 5 Palo Alto Square, 3000 El Camino Real

Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	036703-1116
NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb4232/
Date:	10/21/2005

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 31, 2005 by and between **COMERICA BANK** ("Bank") and **WHO'S CALLING, INC.**, a Washington corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, 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.

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.

GRANTOR:

Address of Grantor:

5210 Carillon Point
Kirkland, WA 98033

Attn: Chief Executive Officer

WHO'S CALLING, INC.

By: 

Title: CEO

BANK:

COMERICA BANK

Address of Bank:

2321 Rosecrans Ave., Suite 5000
El Segundo, CA 90245

By: 

Title: AVP

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
WHO'S CALLING (printout of computer database and screen displays)	TX-5-654-517	1/27/2003

EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application Date
SYSTEM AND METHOD FOR REAL-TIME REPORTING OF ADVERTISING EFFECTIVENESS	10215783	08/09/2002
SYSTEM AND METHOD FOR REAL-TIME REPORTING OF ADVERTISING EFFECTIVENESS	6470079	10/22/2002
	2380750	

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
LEAD SAVER	2975770	07/26/2005
CALLER VIEW	2975769	07/26/2005
CALL SYNC	2975768	07/26/2005
WHO'S CALLING	2975767	07/26/2005
WHO'S CALLING	2975766	07/26/2005
DEALER DESK	2966451	07/12/2005
WHO'S CALLING	2958540	05/31/2005
WHO'S CALLING	2958539	05/31/2005
CALL SAFE	2908648	12/07/2004
WHO'S CALLING	2639010	10/22/2002
WHO'S CALLING.COM	2322897	02/29/2000
SALES CATALYST	78467337	08/13/2004
VOICE VIEW	78976162	10/17/2003
VOICE VIEW	78315304	10/17/2003
VOICE VIEW MONITORING	78315325	10/17/2003
VOICE VIEW MONITORING	78315330	10/17/2003
VOICE VIEW MONITORING	78315336	10/17/2003
LEAD SAVER	78315266	10/17/2003
DEALER DESK	78315248	10/17/2003
IT PAYS TO KNOW	78315162	10/17/2003
EMAIL ADVANTAGE	78378941	03/04/2004
CALL SAFE	78326952	11/12/2003