

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 31, 2005 by and among LARRY VAN TUYL AND CECIL VAN TUYL (individually, a "Creditor" and, together, the "Creditors") and WHO'S CALLING, INC., a Washington corporation ("Grantor").

RECITALS

A. Grantor has executed a secured promissory note (the "Note") in an aggregate principal amount of \$13,500,000 in favor of Creditors, together with a Security Agreement that grants to Creditors 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 (as that term is defined in the Security Agreement). The Note and the Security Agreement are herein referred to as the "Loan Documents." In connection with the Loan Documents, Grantor has agreed to enter into this Intellectual Property Security Agreement and to grant to Creditors the security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Note.

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 Note and all other agreements now existing or hereafter arising between Grantor and Creditors, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Documents and under any other agreement now existing or hereafter arising between Grantor and Creditors, Grantor grants and pledges to Creditors 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 Creditors under the Loan Documents. The rights and remedies of Creditors with respect to the security interest granted hereby are in addition to those set forth in the Loan Documents, and those which are now or hereafter available to Creditors as a matter of law or equity. Each right, power and remedy of Creditors provided for herein or in 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 Creditors of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security 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 Creditors, 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.

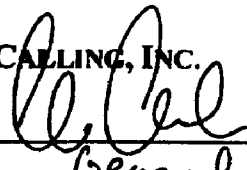
GRANTOR:

Address of Grantor:

5210 Carillon Point
Kirkland, WA 98033

Attn: Chief Executive Officer

WHO'S CALLING, INC.

By: 
Title: General Counsel

CREDITORS:

Address of Creditors:

1550 E. Missouri, Suite 300
Phoenix, Arizona 85014

LARRY VAN TUYL

CECIL VAN TUYL



By Larry Van Tuyl, Attorney-In-Fact

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

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