

Form PTO-1594 (Rev. 07/05)  
 OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
 United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET  
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
SIVOX TECHNOLOGIES, INC.  
& SIVOX PARTNERS, LLC

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: DELAWARE  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_  
 Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  No  
 Additional names, addresses, or citizenship attached?

Name: VENCORE SOLUTIONS LLC  
 Internal Address: SUITE 350  
 Street Address: 4500 SW KRUSE WAY  
 City: LAKE OSWEGO  
 State: OREGON  
 Country: USA Zip: 97035

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship DELAWARE  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**3. Nature of conveyance )/Execution Date(s) :**  
 Execution Date(s) SEPTEMBER 25, 2007

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_  
 B. Trademark Registration No.(s) SERIAL #: 78100948

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**  
SIVOX FILING DATE JANUARY 4, 2002

**5. Name & address of party to whom correspondence concerning document should be mailed:**  
 Name: CINDY SPRINKLE  
 Internal Address: SUITE 350  
 Street Address: 4500 SW KRUSE WAY  
 City: LAKE OSWEGO  
 State: OREGON Zip: 97035  
 Phone Number: 503-699-4997  
 Fax Number: 503-675-3136  
 Email Address: CINDY@VENCORECAPITAL.COM

**6. Total number of applications and registrations involved:** 1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**  
 a. Credit Card Last 4 Numbers 9998  
 Expiration Date 1/01  
 b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

**9. Signature:** [Signature] SEPT. 27, 2007  
 Signature Date  
KISEH POND  
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 78100948

# VENCORE SOLUTIONS LLC

*Financial Services and Emerging Growth Companies Coming Together*

VENCORE SOLUTIONS LLC, a Delaware Limited Liability Company  
4500 SW Kruse Way, Suite 350 • Lake Oswego, OR 97035  
(503) 699-4997 • Fax: (503) 675-3136

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of September X 25, 2007 by and among VENCORE SOLUTIONS LLC, a Delaware Limited Liability Company ("Lender") and Sivox Technologies, Inc., a Delaware Corporation and Sivox Partners, LLC, a Delaware Limited Liability Company (collectively, "Grantor").

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender 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 and otherwise defined herein have the meanings ascribed to them in the Loan Agreement.

Lender is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain copyrights, trademarks and patents to secure the obligations of Grantor under the Loan Agreement.

Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those copyrights, patents and trademarks listed on Exhibits 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 (collectively, "Intellectual Property Collateral").


This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, 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. Certain payments must be made to AT&T

Loan and Security Agreement

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Confidential

X  (initials of Grantor) X \_\_\_\_\_ (initials of Grantor)

TRADEMARK

REEL: 003628 FRAME: 0891

Knowledge Ventures at the end of the year 2008 in order for Grantor to obtain full ownership of the patents. If payment cannot be made, Grantor's use of the patents automatically revert to the exclusive license agreement with royalty payments of three to four percent.

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:

240 Morris Avenue, Suite 220  
Salt Lake City, UT 84115  
Attention: Jeffrey White

Sivox Technologies, Inc., a Delaware Corporation

By: X *Jeffrey White*

Name: Jeffrey White

Title: Chief Executive Officer

Sivox Partners, LLC, a Delaware Limited Liability Company

By: X \_\_\_\_\_

Name: Michael Balkin

Title: Manager

**LENDER:**

Address of Lender:

4500 SW Kruse Way, Suite 350  
Lake Oswego, OR 97035  
Attention: Jim Johnson

VENCORE SOLUTIONS LLC,  
a Delaware Limited Liability Company

By: *Tom Linnemann*

Name: Tom Linnemann

Title: Asst. Vice President

**EXHIBIT A**  
**COPYRIGHTS**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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Loan and Security Agreement

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X AW (initials of Grantor)      X \_\_\_\_\_ (initials of Grantor)

**EXHIBIT B**

**PATENTS**

<u>Description</u>	<u>Patent/Application Number</u>	<u>Issue/Application Date</u>
Interactive Dialog-Based Training Method	US 2003/0156706 A1	8/21/2003

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X \_\_\_\_\_ (initials of Grantor)

**TRADEMARK**

**REEL: 003628 FRAME: 0894**

**EXHIBIT C**  
**TRADEMARKS**

Description	Registration / Serial Number	Registration / Serial Date
SIVOX	78100948	1/4/2002

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# US PATENT & TRADEMARK OFFICE

## PATENT APPLICATION FULL TEXT AND IMAGE DATABASE

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<b>United States Patent Application</b>	<b>20030156706</b>
<b>Kind Code</b>	<b>A1</b>
<b>Koehler, Robert Kevin ; et al.</b>	<b>August 21, 2003</b>

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Interactive dialog-based training method

### Abstract

A computer-based method interactively trains call center personnel using at least one call scenario involving simulated customer interactions. The call scenario includes multiple dialog segments, each of which includes a preprogrammed customer portion and at least one keyword. The dialog segments are sequentially executed by providing the customer portion to a trainee terminal and receiving a trainee response. It is determined whether the trainee response includes the keyword corresponding to each dialog segment. The keyword may be replaced with an updated keyword, and the trainee response to the customer portion is compared to the updated keyword. When each dialog segment has been sequentially executed, a summary of the trainee's performance with respect to the call scenario is displayed on a graphical user interface, including the number of trainee responses that included the at least one keyword corresponding to each dialog segment.

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**Inventors:** **Koehler, Robert Kevin;** (*Chicago, IL*) ; **Schatzlein, Gregory Scott;** (*St. Charles, IL*) ; **Glaspie, Marie Jeanine;** (*Indianapolis, IN*)

**Correspondence Name and Address:** **GREENBLUM & BERNSTEIN, P.L.C.**  
**1950 ROLAND CLARKE PLACE**  
**RESTON**  
**VA**  
**20191**  
**US**

**Serial No.:** **078429**  
**Series Code:** **10**  
**Filed:** **February 21, 2002**

<b>U.S. Current Class:</b>	<b>379/265.05</b>
<b>U.S. Class at Publication:</b>	<b>379/265.05</b>
<b>Intern'l Class:</b>	<b>H04M 003/00; H04M 005/00</b>