

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CIC Acquisition Corp.		06/05/2008	CORPORATION: DELAWARE
Communication Intelligence Corporation		06/05/2008	CORPORATION: DELAWARE
Communication Intelligence Computer Corporation, Ltd.		06/05/2008	CORPORATION: CHINA

RECEIVING PARTY DATA

Name:	SG Phoenix LLC
Street Address:	110 East 59th Street, Suite 1901
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3301904	CEREMONY
Registration Number:	3116177	
Registration Number:	2865270	HANDWRITER
Registration Number:	2073729	INKSENTRY
Registration Number:	1931730	INKSHRINK
Registration Number:	2786753	INKSNAP
Registration Number:	2152968	INKTOOLS
Registration Number:	2716076	ISIGN
Registration Number:	2219350	JOT
Serial Number:	77412297	KNOWLEDGEMATCH
Registration Number:	2724439	QUICKNOTES

CH \$540.00 3301904

Registration Number:	2698099	RECOECHO
Registration Number:	2556232	SIGCHECK
Registration Number:	2319643	SIGN-IT
Registration Number:	3028442	SIGN-ON
Registration Number:	2728260	SIGN-ON
Registration Number:	2950431	SIGNATURE WALLET
Registration Number:	3301882	SIGNATUREONE
Registration Number:	2152967	SIGVIEW
Registration Number:	2622441	THE POWER TO SIGN ONLINE
Registration Number:	2422343	WORDCOMPLETE

CORRESPONDENCE DATA

Fax Number: (212)829-2315
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-603-2179
Email: equally@thelen.com
Correspondent Name: Elizabeth A. Qually
Address Line 1: Thelen Reid Brown Raysman & Steiner LLP
Address Line 2: 875 Third Avenue, 10th Floor
Address Line 4: New York, NEW YORK 10022-6225

ATTORNEY DOCKET NUMBER:	740273-22
NAME OF SUBMITTER:	Elizabeth A. Qually
Signature:	/Elizabeth A. Qually/
Date:	06/05/2008

Total Attachments: 21
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PLEDGE AND SECURITY AGREEMENT

made by

COMMUNICATION INTELLIGENCE CORPORATION

and certain of its Subsidiaries

in favor of

SG PHOENIX LLC,
as Collateral Agent

for the ratable benefit of the Secured Parties

Dated as of June 5, 2008

PLEDGE AND SECURITY AGREEMENT

PLEDGE AND SECURITY AGREEMENT, dated as of June 5, 2008, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “Grantors”), in favor of SG PHOENIX LLC (“Phoenix”), as Collateral Agent (in such capacity, the “Collateral Agent”) for (i) the lenders (the “Lenders”) party to the Credit Agreement, dated as of June 5, 2008 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among COMMUNICATION INTELLIGENCE CORPORATION (the “Borrower”) and the Lenders.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the Loans under the Credit Agreement;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective Loans to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Collateral Agent for the ratable benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent and the Lenders to enter into the Credit Agreement, to induce the Lenders to make their respective Loans to the Borrower under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms

1.1 Definitions.

(a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms are used herein as defined in the New York UCC: Accounts, Certificated Security, Chattel Paper, Commercial Tort Claims, Contract, Documents, Equipment, Farm Products, Fixture, General Intangibles, Goods, Instruments, Inventory, Letter-of-Credit Rights and Supporting Obligations.

(b) The following terms shall have the following meanings:

“**Act of Required Lenders**” means, as to any matter at any time, a direction in writing delivered to the Collateral Agent by or with the written consent of the Required Lenders.

“**Agreement**” means this Pledge and Security Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

“Capital Stock” means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

“Collateral” has the meaning set forth in Section 2.

“Collateral Account” means any collateral account established by the Collateral Agent as provided in Section 5.1 or Section 5.4.

“Copyrights” means (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 5), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

“Copyright Licenses” means any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 5), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

“Default” means any “Default” under, and as defined in, any Loan Document.

“Deposit Account” has the meaning defined in the Uniform Commercial Code of any applicable jurisdiction and, in any event, including, without limitation, any demand, time, savings, passbook or like account maintained with a depository institution.

“Discharge of Obligations” means the occurrence of all of the following:

- (a) termination or expiration of all commitments of the Lenders to extend credit that would constitute Obligations;
- (b) payment in full in cash and discharge of the principal of and interest and premium (if any) on all Obligations; and
- (c) without duplication, payment in full in cash and discharge of all other Obligations, other than any inchoate indemnity obligations that expressly survive the termination of the underlying Loan Documents.

“Grantors” has the meaning set forth in the preamble, together with any other entity that may become a party hereto (and is identified as a Grantor) as provided herein.

“Intellectual Property” means, collectively, all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and any transferable

rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

“Intercompany Note” means any promissory note evidencing loans made by any Grantor to the Borrower or any of its Subsidiaries.

“Investment Property” means, collectively, (i) all “investment property” as such term is defined in Section 9-102(a)(49) of the New York UCC and (ii) whether or not constituting “investment property” as so defined, all Pledged Notes and all Pledged Stock.

“Issuers” means, collectively, each issuer of any Investment Property.

“New York UCC” means the Uniform Commercial Code as from time to time in effect in the State of New York.

“Obligations” means the collective reference to the unpaid principal of and interest on the Loans and Notes and all other obligations and liabilities of the Borrower (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to the Collateral Agent or any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, this Agreement, the other Loan Documents or any other document made, delivered or given in connection with any of the foregoing, in each case whether on account of principal, interest, premiums (if any), reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Collateral Agent or to the Lenders that are required to be paid by the Borrower pursuant to the terms of any of the foregoing agreements).

“Officer’s Certificate” means a certificate of a Responsible Officer of the Borrower.

“Patents” means (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 5, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 5, and (iii) all rights to obtain any reissues or extensions of the foregoing.

“Patent License” means all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 5.

“Pledged Notes” means all promissory notes listed on Schedule 2, all Intercompany Notes at any time issued to any Grantor and all other promissory notes in principal amounts in excess of \$10,000 issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

“Pledged Stock” means the shares of Capital Stock listed on Schedule 2, together with any other shares, stock certificates, options, interests or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect.

“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the New York UCC and, in any event, shall include, without limitation, all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

“Receivable” means any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

“Required Lenders” means Lenders representing a majority in principal amount of the then outstanding Loans.

“Requirement of Law” means, as to any Person, the certificate of incorporation and by laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Responsible Officer” means the chief executive officer, president, any executive vice president or the chief financial officer of the Borrower.

“Secured Parties” means, collectively, the Collateral Agent and the Lenders.

“Securities Act” means the Securities Act of 1933, as amended.

“Security Documents” means this Agreement and all security agreements, pledge agreements, collateral assignments, mortgages, depositary agreements, collateral agency agreements, control agreements, deeds of trust or other grants or transfers for security executed and delivered by the Borrower or any other Grantor creating (or purporting to create) a Lien upon Collateral in favor of the Collateral Agent, for the benefit of the Secured Parties, in each case, as amended, modified, renewed, restated or replaced, in whole or in part, from time to time, in accordance with its terms and Section 7.1.

“Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use”

applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 5, and (ii) the right to obtain all renewals thereof.

“**Trademark License**” means any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 5.

1.2 Other Definitional Provisions

(a) The words “hereof,” “herein”, “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor’s Collateral or the relevant part thereof.

SECTION 2. Grant of Security Interest

Each Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Contracts;
- (d) all Deposit Accounts and cash;
- (e) all Documents;
- (f) all Equipment;
- (g) all Fixtures;
- (h) all General Intangibles;

- (i) all Instruments;
- (j) all Intellectual Property;
- (k) all Inventory;
- (l) all Goods;
- (m) all Investment Property;
- (n) all Letter-of-Credit Rights;
- (o) all Commercial Tort Claims described in Section 4.8 hereof;
- (p) all books and records pertaining to the Collateral; and
- (q) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, however, that notwithstanding any of the other provisions set forth in this Section 2, this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by any Requirements of Law of a Governmental Authority, requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law or is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property or, in the case of any Investment Property, Pledged Stock or Pledged Note, any applicable shareholder or similar agreement, except to the extent that such Requirement of Law or the term in such contract, license, agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law.

SECTION 3. Representations and Warranties

To induce the Collateral Agent and the Lenders to enter into the Credit Agreement, to induce the Lenders to make their Loans to the Borrower under the Credit Agreement, each Grantor hereby represents and warrants to the Collateral Agent and each Secured Party that:

3.1 Title; No Other Liens. Except for the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to this Agreement and the other Liens permitted to exist on the Collateral under each then outstanding Loan Document, such Grantor owns, or has rights in, each item of the Collateral free and clear of any and all Liens or claims of others. No effective financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, pursuant to this Agreement or as are permitted by the Credit Agreement.

3.6 Receivables.

(a) No amount in excess of \$50,000 payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Collateral Agent.

(b) The amounts represented by such Grantor to the Lenders from time to time as owing to such Grantor in respect of the Receivables will at such times be accurate in all material respects.

3.7 Intellectual Property.

(a) Schedule 5 lists all Intellectual Property owned by such Grantor in its own name on the date hereof and which is registered with the United States Copyright Office or the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof.

(b) On the date hereof, all material scheduled Intellectual Property owned, used or held by such Grantor is valid, subsisting, unexpired and in full force and effect, has not been abandoned and does not infringe the intellectual property rights of any other Person.

(c) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property owned, used or held by such Grantor in any respect.

(d) No action or proceeding is pending, or, to the knowledge of such Grantor, threatened, on the date hereof seeking to limit, cancel or question the validity of any Intellectual Property owned, used or held by such Grantor or such Grantor's ownership interest therein.

(e) No action or proceeding is pending, or, to the knowledge of Grantor, threatened, on the date hereof asserting infringement by Grantor of any intellectual property rights owned by another entity.

3.8 Commercial Tort Claims.

(a) On the date hereof, except to the extent listed in Section 2.1 above, no Grantor has rights in any Commercial Tort Claim with a reasonably expected value in excess of \$50,000.

(b) Upon the filing of a financing statement specifically describing any Commercial Tort Claim referred to in Section 4.8 hereof against such Grantor in the jurisdiction specified in Schedule 3 hereto, the security interest granted in such Commercial Tort Claim will constitute a valid perfected security interest in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof against all creditors of such Grantor and any Persons purporting to purchase such Collateral from Grantor except such Persons who are good faith purchasers to the extent set forth in the New York UCC, which security interest shall be prior to all other Liens on such Collateral except for unrecorded Liens permitted by the Credit

4.7 Intellectual Property.

(a) Except in such Grantor's reasonable business judgment, each Grantor will not knowingly do any act or knowingly omit to do any act whereby any Trademark constituting Collateral hereunder may become invalidated or impaired in any way.

(b) Each Grantor will not knowingly do any act, or knowingly omit to do any act, that could reasonably be expected cause any Patent owned, used or held by such Grantor to become forfeited, abandoned or dedicated to the public.

(c) Except in such Grantor's reasonable business judgment, each Grantor will not knowingly do any act or knowingly omit to do any act whereby any portion of the Copyrights owned, used or held by such Grantor may become invalidated or otherwise impaired nor knowingly do any act whereby any portion of the Copyrights owned, used or held by such Grantor may fall into the public domain.

(d) Such Grantor will not do any act that knowingly uses any Intellectual Property owned by such Grantor to infringe the intellectual property rights of any other Person.

(e) Such Grantor will notify the Collateral Agent promptly if it knows, or has reason to know, that any application or registration relating to any Intellectual Property owned by such Grantor has become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding such Grantor's ownership of, or the validity of, any Intellectual Property constituting Collateral hereunder or such Grantor's right to register the same or to own and maintain the same.

(f) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to the Collateral Agent within five Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Collateral Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Collateral Agent may request to evidence the Collateral Agent's and the Secured Parties' security interest in such Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(g) Each Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Intellectual Property constituting Collateral hereunder, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any Intellectual Property constituting Collateral hereunder is infringed, misappropriated or diluted by a third party, such Grantor shall take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property including, without limitation, suing for infringement, misappropriation or dilution, to seek injunctive relief and seeking to recover any and all damages for such infringement, misappropriation or dilution.

(i) Grantor will notify the Collateral Agent and Secured Parties promptly if it knows, or has reason to know, that any action or proceeding becomes pending, or, to the knowledge of Grantor, threatened, which asserts infringement by Grantor of any intellectual property rights owned by another entity.

4.8 Commercial Tort Claims. If such Grantor shall obtain an interest in any Commercial Tort Claim with a reasonably expected value in excess of \$50,000, such Grantor shall within 45 days of obtaining such interest advise the Collateral Agent thereof and, if requested by the Collateral Agent in writing, within 30 days after such request sign and deliver documentation acceptable to the Collateral Agent granting a security interest under the terms and provisions of this Agreement in and to such Commercial Tort Claim.

4.9 Subsidiaries.

(a) Such Grantor will not, except upon 15 days' prior written notice to the Collateral Agent and delivery to the Collateral Agent of all financing statements and other documents and information reasonably requested by the Collateral Agent to acquire or maintain the validity, perfection and priority of the security interests provided for herein, and solely to the extent permitted under the Credit Agreement, (i) sell, assign, pledge, transfer, exchange, or otherwise dispose of, or grant any option with respect to, as the case may be, any Collateral to any Subsidiary or (ii) make any contribution, distribution or other payment to any Subsidiary unless, in each case, such Subsidiary is a Grantor under this Agreement and the Capital Stock of such Subsidiary constitutes Pledged Shares hereunder.

(b) In the event that any non-Grantor Subsidiary of such Grantor has or acquires more than *de minimus* property or assets constituting Collateral, such non-Grantor Subsidiary shall promptly, but in no even more than five Business Days thereafter, become a Grantor under this Agreement, and Grantor or Grantors holding the Capital Stock of such Subsidiary shall take all necessary actions to ensure that such Capital Stock constitutes Pledged Shares hereunder.

SECTION 5. Remedial Provisions.

5.1 Certain Matters Relating to Receivables.

(a) The Collateral Agent shall have the right at reasonable times and with reasonable notice to make test verifications of the Receivables constituting Collateral hereunder in any manner and through any medium that it reasonably considers advisable, and each Grantor shall furnish all such assistance and information as the Collateral Agent may reasonably require in connection with such test verifications. At any time (but no more frequently than once per fiscal year (unless an Event of Default shall have occurred and be continuing, in which case there

IN WITNESS WHEREOF, each of the undersigned has caused this Pledge and Security Agreement to be duly executed and delivered as of the date first above written.

COMMUNICATION INTELLIGENCE CORPORATION,
as Borrower and as a Grantor

By: *F. V. Dane*
Name: Francis V. Dane
Title: *CHIEF FINANCIAL OFFICER*

CIC ACQUISITION CORP.,
as Grantor

By: *F. V. Dane*
Name: Francis V. Dane
Title:

SG PHOENIX LLC,
as Collateral Agent

By: _____
Name:
Title:

NY #171923

IN WITNESS WHEREOF, each of the undersigned has caused this Pledge and Security Agreement to be duly executed and delivered as of the date first above written.

COMMUNICATION INTELLIGENCE
CORPORATION,
as Borrower and as a Grantor

By: _____
Name: Francis V. Dane
Title:

CIC ACQUISITION CORP.,
as Grantor

By: _____
Name: Francis V. Dane
Title:

SG PHOENIX LLC,
as Collateral Agent

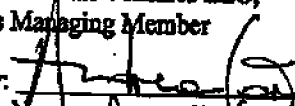
By:  _____
Name: ANDREA GOREN
Title: MEMBER

NY #1710836

Acknowledged and Agreed to:

PHOENIX VENTURE FUND LLC,
as a Secured Party

By: SG Phoenix Ventures LLC,
its Managing Member

By: 
Name: ANDREW GREEN
Title: MEMBER

MICHAEL ENGMANN, as a Secured Party

RONALD GOODMAN, as a Secured Party

NY #1710836

TRADEMARK
REEL: 003790 FRAME: 0797

Acknowledged and Agreed to:

PHOENIX VENTURE FUND LLC,
as a Secured Party

By: SG Phoenix Ventures LLC,
its Managing Member

By: _____
Name:
Title:


MICHAEL ENGMANN, as a Secured Party

RONALD GOODMAN, as a Secured Party

Acknowledged and Agreed to:

PHOENIX VENTURE FUND LLC,
as a Secured Party

By: SG Phoenix Ventures LLC,
its Managing Member

By: _____
Name:
Title:

MICHAEL ENGMANN, as a Secured Party



RONALD GOODMAN, as a Secured Party

Schedule 5

INTELLECTUAL PROPERTY

See the attached CIC Patent List and Trademark Property Status Report

NY #1710856 v9

**TRADEMARK
REEL: 003790 FRAME: 0800**

CIC Patent List

United States Patent **5,544,255**
Smithies, et al. **Issue date: August 6, 1996**
Method and system for the capture, storage, transport and authentication of
handwritten signatures

This patent has also been issued in:-

Singapore: Patent Number 37880, issued January 27, 2006

New Zealand: Patent Number 292439, priority date August 31, 1994

Owner CIC Acquisition Corp

United States Patent **5,644,655**
Windsor **Issue Date: July 1, 1997**
Identification method and apparatus

Owner CIC Acquisition Corp

United States Patent **5,647,017**
Smithies, et al. **Issue Date: July 8, 1997**
Method and system for the verification of handwritten signatures

Owner CIC Acquisition Corp

United States Patent **Issue Date: 5,818,955**
Smithies, et al. **Issue Date: October 6, 1998**
Document and signature verification system and method

CIC Acquisition Corp

United States Patent **5,933,514**
Ostrem, et al. **Issue Date: August 3, 1999**

Method for dynamic reconstruction of handwritten data

Communication Intelligence Corporation

United States Patent **6,064,751**
Smithies, et al. **Issue Date: May 16, 2000**
Document and signature data capture system and method
Owner CIC Acquisition Corp

United States Patent **6,091,835**
Smithies, et al. **Issue Date: July 18, 2000**
Method and system for transcribing electronic affirmations
Owner CIC Acquisition Corp

United States Patent **6,212,295**
Ostrem, et al. **Issue Date: April 3, 2001**
Method for dynamic reconstruction of handwritten data
Owner Communication Intelligence Corporation

United States Patent **6,381,344**
Smithies, et al. **Issue Date: April 30, 2002**
**Method and system for the capture, storage, transport and authentication of
handwritten signatures**
Communication Intelligence Corporation

United States Patent **6,487,310**
Bishop, et al. **Issue Date: November 26, 2002**
Signature matching
Owner CIC Acquisition Corp

TRADEMARK PROPERTY STATUS REPORT

Confidential

Communication Intelligence Corporation

TRADEMARK	COUNTRY	CLASS(ES)	APPL. NO FILING DATE	REG NO. ISSUE DATE	Owner
Biometric Token	United Kingdom	9, 16	2048515 12/13/1995	2048515 12/13/1995	CIC Acquisition Corp
CEREMONY	European Union	9, 16	766550 04/27/1998	766550 03/03/2000	CIC Acquisition Corp
CEREMONY	US	9	78779530 12/22/2005	3381904 10/02/2007	CIC
CIC Logo	Japan	11	3077784 03/28/1984	1979471 08/19/1987	CIC
CIC Logo	US	9	78522603 11/24/2004	3116177 07/18/2006	CIC
Design	United Kingdom	9, 16	2048521 12/13/1995	2048521 12/13/1995	CIC Acquisition Corp
GRAVITY PROMPT	United Kingdom	9, 16	2048519 12/13/1995	2048519 12/13/1995	CIC Acquisition Corp
HANDWRITER	France	9	92421079 06/02/1992	92421079 04/11/1992	CIC
HANDWRITER	Germany	9	C430469WZ 01/29/1992	2057970 02/25/1994	CIC
HANDWRITER	Italy	9	M192C000573 01/28/1992	639696 12/27/1994	CIC
HANDWRITER	Spain	9	1682610 02/07/1992	1682610 10/05/1992	CIC
HANDWRITER	United Kingdom	9	1488780 01/24/1992	B1488780 07/15/1994	CIC
HANDWRITER	US	9	78284156 08/06/2003	2865270 07/20/2004	CIC
INKENTRY	US	9	75714460 06/05/1996	2073729 06/24/1997	CIC
INKSHRINK	United Kingdom	9	1549138 09/30/1993	1549138 11/04/1994	CIC
INKSHRINK	US	9	74607828 12/07/1994	1931730 10/31/1995	CIC
INKSNAP	US	9	75777612 08/13/1999	2786753 11/25/2003	CIC
INKTOOLS	US	9	75714459 06/05/1996	2152968 04/21/1998	CIC
ISIGN	US	9	75923089 02/18/2000	2716076 05/13/2003	CIC
JOT	US	9	757157916 08/29/1996	2219350 01/19/1999	CIC
Knowledgmatch	US	9	77412297 03/04/2008	NA	CIC
MacHandwriter	United Kingdom	9	1488781 01/24/1992	B1488781 08/26/1994	CIC
QUICKNOTES	US	9	75206691 12/02/1996	2724439 06/10/2003	CIC
RECOECHO	US	9	75777619 08/13/1999	2698099 03/18/2003	CIC
SIGCHECK	US	9	75714457 06/05/1996	2556232 04/02/2002	CIC
SIGN-IT	European Union	9	005138425 05/26/2006	005138425 05/10/2007	CIC
SIGN-IT	France	9	96637456 08/05/1996	96637456 08/05/1996	CIC
SIGN-IT	Germany	9	39634957.9 08/08/1996	39634957 04/22/1997	CIC
SIGN-IT	Italy	9	M196C007329 08/05/1996	763200 04/22/1999	CIC

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TRADEMARK	COUNTRY	CLASS(ES)	APPL NO FILING DATE	REG NO. ISSUE DATE	Owner
SIGN-IT	Spain	9	2044039 08/12/1996	2044039 10/06/1997	CIC
SIGN-IT	United Kingdom	9	2107049 08/05/1996	2107049 02/07/1997	CIC
SIGN-IT	US	9	75/122341 06/19/1996	2319643 02/13/2000	CIC
SIGN-ON	US	9	78/902439 10/19/2004	3028442 12/13/2005	CIC
SIGN-ON	US	9	75/778488 08/16/1999	2728260 06/17/2003	CIC
SIGNATURE WALLET	US	9	76/338694 11/14/2001	2950431 09/19/2005	CIC
SIGNATUREONE	US	9	78/763292 11/30/2005	3301882 10/02/2007	CIC
SIGVIEW	US	9	75/114458 06/05/1996	2152967 04/21/1998	CIC
THE POWER TO SIGN ONLINE	US	9	76/181986 12/14/2000	2622441 09/17/2002	CIC Acquisition Corp
WORDCOMPLETE	US	9	75/777613 08/13/1999	2422343 01/16/2001	CIC