

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GOTVOICE, INC.		12/15/2008	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Joe Higdon		
<b>Street Address:</b>	PO Box 122		
<b>City:</b>	Tenants Harbor		
<b>State/Country:</b>	MAINE		
<b>Postal Code:</b>	04860		
<b>Entity Type:</b>	INDIVIDUAL:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3013217	GOTVOICE	
Registration Number:	2976251	GOTVOICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)493-6811		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	650-496-7543		
<b>Email:</b>	nbouch@wsgr.com		
<b>Correspondent Name:</b>	WSGR c/o Nancy Bouch Sr. Paralegal		
<b>Address Line 1:</b>	650 Page Mill Road		
<b>Address Line 2:</b>	FH 2-1 P10		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	32134.014		
<b>NAME OF SUBMITTER:</b>	Nancy Bouch		
<b>Signature:</b>	/s/Nancy Bouch		

**CH \$65.00 3013217**

Date:

12/15/2008

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY

### SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of December 15, 2008, is executed by GotVoice, Inc., a Washington corporation (together with its successors and assigns, "Debtor"), in favor of Joe Higdon, as collateral agent ("Collateral Agent") for the benefit of the individuals and entities set forth on Exhibit A to the Security Agreement (as defined below).

#### Recitals

- A. Reference is made to the Security Agreement, dated as of the date hereof (as amended from time to time, the "Security Agreement"), executed by Debtor in favor of Collateral Agent on behalf of the individuals and entities set forth on Exhibit A thereto;
- B. Debtor owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedules A annexed hereto as part hereof (collectively, the "Patents");
- C. Debtor has adopted, used and is using the trademarks, more particularly described on Schedules B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");
- D. Debtor owns the copyrights registered in the United States Copyright Office, more particularly described on Schedule C annexed hereto as part hereof (collectively, the "Copyrights");
- E. Schedule A, Schedule B, and Schedule C hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Patents, Trademarks and Copyrights in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Collateral Agent, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedule A, Schedule B, and/or Schedule C in order to maintain such schedules completeness or accuracy.

#### Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Collateral Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

1. Debtor hereby grants to Collateral Agent a security interest to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement, in all right, title and interest of Debtor in and to the following property (collectively, the "Collateral"):

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a. all Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents;

b. all Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof;

c. all Copyrights and the registrations thereof, together with any renewals or extensions thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Copyrights

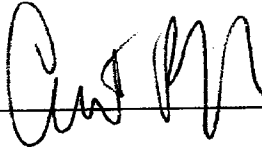
2. Debtor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Collateral Agent's address is: Joe Higdon  
PO Box 122  
Tenants Harbor, ME 04860-0122  
Telephone: (207) 372-6191

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, Debtor has caused this Agreement to be executed as of the day and year first above written.

**GOTVOICE, INC.**

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

Name: Curt Blake

Title: Chief Executive Officer

**SCHEDULE A**

**PATENTS**

**Date Issued**

3/27/2003

**Patent No.**

7,330,538

**PATENT APPLICATIONS**

**Application Date**

NONE

**Application No.**

SCHEDULE B

TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>
GotVoice logo	2,796,251 - S/B 2976251
GotVoice name	3,013,217

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
<u>NONE</u>		

SCHEDULE C

COPYRIGHTS

Description

Registration Date

Registration No.

NONE

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RECORDED: 12/15/2008

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REEL: 003903 FRAME: 0560