

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)

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):

INTELLISIST, INC. dba SPOKEN COMMUNICATIONS

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation- State: WASHINGTON  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

### 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 12/07/2009

- ☐ Assignment      ☐ Merger  
☒ Security Agreement      ☐ Change of Name  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Square 1 Bank

Internal

Address: Lee Conner

Street Address: 406 Blackwell Street, Suite 240

City: Durham

State: North Carolina

Country: USA Zip: 27701

- ☐ Association      Citizenship \_\_\_\_\_  
☐ General Partnership      Citizenship \_\_\_\_\_  
☐ Limited Partnership      Citizenship \_\_\_\_\_  
☒ Corporation      Citizenship North Carolina  
☐ 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)

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

A. Trademark Application No.(s)

77/378,884 and as more particularly described in Exhibit C

B. Trademark Registration No.(s)

2,911,426 and as more particularly described in Exhibit C

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Lee Conner

Internal Address: Square 1 Bank

Street Address: 406 Blackwell Street, Suite 240

City: Durham

State: North Carolina Zip: 27701

Phone Number: 919-314-3099

Fax Number: 919-354-1278 NEW

Email Address: \_\_\_\_\_

### 6. Total number of applications and registrations involved:

13

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 340

- ☒ Authorized to be charged to deposit account  
☐ Enclosed

### 8. Payment Information:

Deposit Account Number 50-3822

Authorized User Name Lee Conner

### 9. Signature:



Signature

11/24/09

Date

Lee Conner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

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

CH \$340.00 503822 77378884

700424626

TRADEMARK  
REEL: 004111 FRAME: 0331

**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
WHEN THE CALLER EXPERIENCE MATTERS	77/378,884	01/23/2008
INTELLISIST	2,911,426	12/14/2004
SPEECHFORMS	2,920,882	01/25/2005
VOICE WORKFLOW	3,319,837	10/23/2007
YOUR PEOPLE. OUR TECHNOLOGY. REAL RESULTS.	3,303,621	10/02/2007
SPOKEN SYSTEM	3,383,616	02/12/2008
SPOKEN COMMUNICATIONS	3,400,400	03/18/2008
SELF-SERVICE GUARANTEED	3,361,134	12/25/2007
GUIDED SPEECH IVR	3,393,750	03/04/2008
GUIDED SPEECH IVR	3,374,605	01/22/2008
GUIDED SPEECH PLATFORM	3,552,291	12/23/2008
GOTVOICE	3,013,217	11/08/2005
GOTVOICE	2,976,251	07/26/2005

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 7, 2009 by and between **SQUARE 1 BANK** ("**Bank**") and **INTELLISIST, INC.** dba **SPOKEN COMMUNICATIONS**, a Washington corporation ("**Grantor**").

### RECITALS

A. Bank 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 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).

B. Bank 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 Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 Bank and Grantor, 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 (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 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.

**SIGNATURE PAGE FOLLOWS**

signature back

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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:

INTELLISIST, INC.  
dba Spoken Communications

14150 NE 20<sup>th</sup> Street F1, #330  
Bellevue, WA 98007

By: 

Title: CEO

BANK:

Address of Bank:

SQUARE 1 BANK

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

By: 

Title: VP Vincent Bonzon

Witness

Witness

12/09/2009  
14:09  
FAX



EXHIBIT A  
COPYRIGHTS

Description	Registration Number	Registration Date
None.		

EXHIBIT A

TRADEMARK

REEL: 004111 FRAME: 0336

## EXHIBIT B

## PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
System and method to associate broadcast radio content with a transaction via an internet	7,472,075	12/30/2008
Systems and methods for reviewing informational content in a vehicle	7,406,421	07/29/2008
Method and device to distinguish between voice conversation and automated speech recognition	7,392,191	06/24/2008
Vehicle navigation system and method	7,330,786	02/12/2008
System and method for dynamically configuring wireless network geographic coverage or service levels	7,236,777	06/26/2007
Local phone number lookup and cache	7,164,922	01/16/2007
System and method for reducing the amount of repetitive data sent by a server to a client for vehicle navigation	7,092,816	08/15/2006
System and method for transmitting voice input from a remote location over a wireless data channel	6,885,735	04/26/2005
Modular telematic control unit	6,766,233	07/20/2004
Speech detection system and method	6,757,651	06/29/2004
Sharing account information and a phone number between personal mobile phone and an in-vehicle embedded phone	6,748,244	06/08/2004
Vehicle navigation system and method	6,691,026	02/10/2004

System and method for reducing the amount of repetitive data sent by a server to a client for vehicle navigation	6,671,617	12/30/2003
System and method for adaptable mobile user interface	6,591,168	07/08/2003
Sharing account information and a phone number between personal mobile phone and an in-vehicle embedded phone	10/765,720	01/26/2004
Comprehensive multiple feature telematics system	10/910,801	08/02/2004
Vehicle parking validation system and method	10/926,687	08/26/2004
System and method for transmitting voice input from a remote location over a wireless data channel	11/020,596	12/22/2004
System and method for reducing the amount of repetitive data sent by a server to a client for vehicle navigation	6,487,494	11/26/2002
System And Method For Providing A Message-Based Communications Infrastructure For Automated Call Center Operation	7,292,689	11/06/2007
Method For Providing A Message-Based Communications Infrastructure For Automated Call Center Operation	7,391,860	06/24/2008
System And Method For Providing A Message-Based Communications Infrastructure For Automated Call Center Post-Call Processing	11/083,657	03/17/2005
Noise reduction system and method	10/024,446	12/17/2001
Closed-loop command and response system for automatic communications	11/680,024	02/28/2007



between interacting computer systems  
over an audio communications channel

Closed-loop command and response  
system for automatic communications  
between interacting computer systems  
over an audio communications channel

11/680,058

02/28/2007

System And Method For Processing  
Out-Of-Order Caller Responses  
During Automated Call Processing

11/893,442

08/15/2007

System And Method For Balancing  
Agent Console Load During  
Automated Call Processing

11/893,542

08/15/2007

System And Method For Managing A  
Dynamic Call Flow During Automated  
Call Processing

11/893,552

08/15/2007

System And Method For Retaining  
Calls Into A Call Center

11/903,240

09/20/2007

System And Method For Providing An  
Automated Call Center Inline  
Architecture

12/058,501

03/28/2008

System and Method for Managing  
Customer Queuing

12/062,373

04/03/2008

Efficient conversion of voice messages  
into text

12/260,923

10/29/2008

Closed-loop command and response  
system for automatic communications  
between interacting computer systems  
over an audio communications channel

7,403,601

07/22/2008

System And Method For Providing A  
Message-Based Communications  
Infrastructure For Automated Call  
Center Operation

7,496,353

02/24/2009

12/09/2009

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