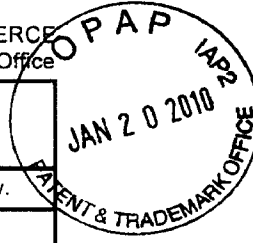


1/20/10

01-25-2010



ET

103587307

documents or the new address(es) below.

To the Director of the U. S. Patent

1. Name of conveying party(ies):

LiveVox, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) December 31, 2009

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: R & D Bauer Ventures L.P.

Internal

Address: Suite 2160

Street Address: 4400 Post Oak Parkway

City: Houston

State: Texas

Country: USA Zip: 77027

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship Texas/USA
- Corporation Citizenship _____
- 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)

B. Trademark Registration No.(s)

78401960

Additional sheet(s) attached? Yes No

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

TELECOLLECTOR

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

Name: Darice Angel

Internal Address: Suite 5100

Street Address: 1301 McKinney

City: Houston

State: Texas Zip: 77010

Phone Number: 713-651-5558

Fax Number: 713-651-5246

Email Address: dangel@fulbright.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

01/22/2010 LMUELLER 00000028 78401960

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Darice Angel
Signature

1-15-10
Date

Darice Angel
Name of Person Signing

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

SCHEDULE 1

LiveVox, Inc.

None

LiveVox International, Inc.

None

{1106-001/00052817.DOCv}

SCHEDULE 2

LiveVox, Inc.

Patent: "System for Remote Control of an Automated Call System" (Appl. No. 11/029,824),
granted on June 10, 2008.

LiveVox International, Inc.

None

{1106-001/00052817.DOCv}

SCHEDULE 3

LiveVox, Inc.

TELECOLLECTOR (U.S. PTO Serial No. 78401960)

LiveVox International, Inc.

None

{1106-001/00052817.DOCv}

LiveVox, Inc.

livevox.net
livevox.com
livevoxclient.com
net2vox.com
net2vox.net
tfhclient.com
voipdialer.com
voiceportal.com
livevox-hosted-dialer.com
livevox.info

LiveVox International, Inc.

None

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, this "Agreement") is made as of this 31st day of December, 2009, by and between LIVEVOX, INC., a Delaware corporation (the "Grantor"), having a principal place of business at 450 Sansome Street, Suite 900, San Francisco, California 94111, and R & D BAUER VENTURES L.P., a Texas limited partnership ("Secured Party"), having a principal place of business at 4400 Post Oak Parkway, Suite 2160, Houston, Texas 77027.

BACKGROUND

The Grantor and LiveVox International, Inc., a Delaware corporation and wholly owned subsidiary of the Grantor (together with the Grantor, the "Loan Parties") are indebted to Secured Party under, and as memorialized by, that certain Secured Promissory Note in the principal amount of One Million Dollars (USD \$1,000,000.00) dated on the date hereof (the "Promissory Note") executed by the Loan Parties in favor of Secured Party. As a condition to the loan provided by Secured Party to the Loan Parties under the Promissory Note, and in order to secure the outstanding obligations of the Loan Parties to Secured Party under the Promissory Note, the Grantor has agreed to pledge and grant to Secured Party a security interest in and lien upon all of its IP Collateral (as defined below), all as more fully set forth herein.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the Grantor and Secured Party agree as follows:

1. Definitions. Any terms (regardless of capitalization) used in this Agreement that are defined in the applicable Uniform Commercial Code and not otherwise defined herein shall have the meanings assigned to those terms by such Uniform Commercial Code. In addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth below, unless the context otherwise requires:

"Obligations" means all indebtedness and other liabilities and obligations of the Loan Parties to Secured Party arising under the Promissory Note, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party of any proceeding under any law relating to bankruptcy, insolvency or reorganization or relief of debtors naming any Loan Party as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding, in each case, including any extensions, modifications, substitutions, amendments and renewals thereof, whether for principal, interest, fees, expenses, indemnification, or otherwise.

2. Grant of Security Interest. As security for the full and prompt payment and performance of the Obligations when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, the Grantor pledges to Secured Party, and grants to Secured Party a general lien upon and continuing security interest in and to, the collateral described in clauses (a) through (h) of this Section 2, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest (collectively, the "IP Collateral"). This Agreement is intended to create a presently existing and continuing perfected security interest which is intended to attach immediately upon execution and delivery hereof.

(a) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule 1 attached hereto;

(b) The U.S. and foreign patents and patent applications set forth on Schedule 2 attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same;

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule 3 attached hereto and all goodwill associated with the foregoing;

(d) The domain names and registrations set forth on Schedule 4 attached hereto and all goodwill associated with the foregoing;

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all proceeds of any of the foregoing.

3. Continuing Obligations of the Grantor. Secured Party is hereby authorized to file, with or without the signature of the Grantor, as applicable, and the Grantor shall, at any time and from time to time, execute and deliver to Secured Party such financing statements, confirmations, renewals, notices and other documents as Secured Party may in Secured Party's reasonable discretion deem necessary to perfect, preserve and protect Secured Party's security interest in any item of IP Collateral or to implement and continue Secured Party's rights and remedies with respect thereto. Secured Party hereby authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this Agreement is submitted) file and record this Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Secured Party in the IP Collateral.

4. Miscellaneous.

(a) This Agreement has been entered into in conjunction with the provisions of and the security interest granted to Secured Party under that certain Security Agreement by and among the Loan Parties and Secured Party dated on the date hereof (as amended, restated, supplemented or modified from time to time, the "Security Agreement"). The rights and remedies of the Grantor and Secured Party with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Security Agreement, all the terms and provisions of which are hereby incorporated herein by reference. If any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(b) This Agreement and Secured Party's rights hereunder are subject, in all respects, to the terms and conditions of that certain Intercreditor Agreement dated on the date hereof (as amended, restated, supplemented or modified from time to time, the "Intercreditor Agreement") between Secured Party and Jon Charles Buff. In the event of any conflict between the terms and conditions of this Agreement and the Intercreditor Agreement, the terms and conditions of the Intercreditor Agreement shall control.

(c) This Agreement shall be construed and enforced in accordance with and governed by the substantive laws in effect in the State of New York, without regard to principles of conflicts of law.

(d) THE GRANTOR CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE STATE OF NEW YORK IN CONNECTION WITH ANY CLAIM OR DISPUTE ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT AND IRREVOCABLY WAIVES THE DEFENSE OF AN INCONVENIENT FORUM. THE GRANTOR WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT.

(e) This Agreement may be executed in any number of counterparts (and by the different parties hereto in different counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the Grantor and Secured Party have duly executed this Agreement as of the day and year first above written.

LIVEVOX, INC.

By: Michael Leraris
Name: *Michael Leraris*
Title: *Chief Financial Officer*

R & D BAUER VENTURES L.P.

By: _____
Name:
Title:


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IN WITNESS WHEREOF, the Grantor and Secured Party have duly executed this Agreement as of the day and year first above written.

LJVEVOX, INC.

By: _____
Name:
Title:

R & D BAUER VENTURES L.P.

By:  _____
Name: Charles Douglas Bauer
Title: President of the General Partner

70591454.5