

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
Callminer, Inc.		05/19/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3516443	CALLMINER	
Registration Number:	2945187	TIRELESS SUPERVISOR	
Registration Number:	3720042	TOPICMINER	
Registration Number:	3149854	FIND YOUR VOICE	
Registration Number:	3140708	VIRTUAL SERVER ROOM	
Registration Number:	3415156	EUREKA!	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Co.- J. Paterson		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	783695		

CH \$165.00 3516443

900192284

TRADEMARK
REEL: 004544 FRAME: 0547

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/19/2011
Total Attachments: 11 source=5-19-11 Callminer-TM#page1.tif source=5-19-11 Callminer-TM#page2.tif source=5-19-11 Callminer-TM#page3.tif source=5-19-11 Callminer-TM#page4.tif source=5-19-11 Callminer-TM#page5.tif source=5-19-11 Callminer-TM#page6.tif source=5-19-11 Callminer-TM#page7.tif source=5-19-11 Callminer-TM#page8.tif source=5-19-11 Callminer-TM#page9.tif source=5-19-11 Callminer-TM#page10.tif source=5-19-11 Callminer-TM#page11.tif	

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):

Callminer, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 19, 2011

- 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: Silicon Valley Bank

Internal
Address: _____

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Country: USA Zip: 95054

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank 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)

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: Jackie Billard

Internal Address: Riemer & Braunstein LLP

Street Address: 3 CENTER PLAZA

City: Boston

State: MA Zip: 02108

Phone Number: 617-880-3494

Fax Number: 617-880-3456

Email Address: jbillard@riemerlaw.com

6. Total number of applications and registrations involved:

6

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

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Jacqueline Billard

Signature

5/19/11

Date

Jacqueline Billard

Name of Person Signing

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

11

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and CALLMINER, INC. ("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 February 29, 2008, as amended by that certain First Loan Modification Agreement by and between Bank and Grantor, dated May 19, 2011 (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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.

[Signature page follows.]

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.

Address of Grantor:

4310 Metro Parkway, Suite 210
Fort Myers, FL 33916

Attn: _____

GRANTOR:

CALLMINER, INC.

By: Robert P. Orlando

Title: VP & CFO

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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.

Address of Grantor:

4310 Metro Parkway, Suite 210
Fort Myers, FL 33916

Attn: _____

GRANTOR:

CALLMINER, INC.

By: _____

Title: _____

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

BANK:

SILICON VALLEY BANK

By: *[Signature]*

Title: *Relationship Manager*

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Status	Title	Application Number	Filing Date	CountryName	Application Type	Patent Number	Issue Date
Granted	SOFTWARE FOR STATISTICAL ANALYSIS OF SPEECH	10/672767	9/26/03	United States of America	Non-provisional	7346509	03/18/08
National Phase	SOFTWARE FOR STATISTICAL ANALYSIS OF SPEECH	PCT/US03/30614	9/26/03	Patent Cooperation Treaty	PCT		
Granted	SOFTWARE FOR STATISTICAL ANALYSIS OF SPEECH	2003279037	9/26/03	Australia	National	2003279037	12/16/10
Pending	SOFTWARE FOR STATISTICAL ANALYSIS OF SPEECH	2499268	9/26/03	Canada	National		
Granted	SOFTWARE FOR STATISTICAL ANALYSIS OF SPEECH	1161/DELNP/2005	9/26/03	India	National	232588	03/19/09
Granted	SOFTWARE FOR STATISTICAL ANALYSIS OF SPEECH	03770545.6	9/26/03	European Patent Convention	National	1556854	05/04/11
Published	METHODS FOR STATISTICAL ANALYSIS OF SPEECH	12/011649	1/29/08	United States of America	Continuation		
National Phase	METHOD AND APPARATUS FOR PROCESSING HETEROGENEOUS UNITS OF WORK	PCT/US2006/040470	10/16/06	Patent Cooperation Treaty	PCT		
Published	METHOD AND APPARATUS FOR PROCESSING HETEROGENEOUS UNITS OF WORK	06826068.6	10/16/06	European Patent Convention	National		

TRADEMARK.

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Status	Title	Application Number	Filing Date	CountryName	Application Type	Patent Number	Issue Date
Pending	METHOD AND APPARATUS FOR PROCESSING HETEROGENEOUS UNITS OF WORK	2626770	10/16/06	Canada	National		
Published	METHOD AND APPARATUS FOR THE PROCESSING OF HETEROGENEOUS UNITS OF WORK	11/331375	1/12/06	United States of America	Non-provisional		
Published	METHOD AND APPARATUS FOR PROCESSING OF HETEROGENEOUS UNITS OF WORK	11/330594	1/12/06	United States of America	Non-provisional		

EXHIBIT C

Trademarks

Status	Name	Application Number	Filing Date	Country	Registration Number	Registration Date
Registered	CALLMINER	78/280987	7/30/03	United States of America	3516443	10/14/08
Registered	TIRELESS SUPERVISOR (BLOCK)	78/281031	7/30/03	United States of America	2945187	04/26/05
Registered	TOPICMINER (BLOCK)	78/537660	12/23/04	United States of America	3720042	12/01/09
Registered	FIND YOUR VOICE (BLOCK)	78/547033	1/13/05	United States of America	3149854	09/26/06
Registered	VIRTUAL SERVER ROOM (BLOCK)	78/657567	6/24/05	United States of America	3140708	09/05/06
Registered	EUREKA! (BLOCK)	77/059138	12/7/06	United States of America	3415156	04/22/08
Registered	CALLMINER (BLOCK)	5720321	2/13/07	European Community	5720321	02/11/08
Registered	EUREKA! (BLOCK)	005720339	2/13/07	European Community	005720339	06/04/09

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

1303816.1

EAST44717630.2

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RECORDED: 05/19/2011

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