

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.		09/21/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Intersouth Partners VI, L.P.
Street Address:	409 Blackwell Street
Internal Address:	Suite 200
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	LIMITED PARTNERSHIP: NORTH CAROLINA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3516443	CALLMINER
Registration Number:	3720042	TOPICMINER
Registration Number:	3149854	FIND YOUR VOICE
Registration Number:	3140708	VIRTUAL SERVER ROOM
Registration Number:	3415156	EUREKA!

CORRESPONDENCE DATA

Fax Number: (617)646-8646
 Phone: 6176468000
 Email: sjhtrademarks@wolfgreenfield.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Wolf Greenfield & Sacks
 Address Line 1: 600 Atlantic Avenue
 Address Line 4: Boston, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:	C1141.90002US00/TM
NAME OF SUBMITTER:	Steven J. Henry
Signature:	/sjh/
Date:	09/28/2011
<p>Total Attachments: 13 source=C1141.90002US00 security ag#page1.tif source=C1141.90002US00 security ag#page2.tif source=C1141.90002US00 security ag#page3.tif source=C1141.90002US00 security ag#page4.tif source=C1141.90002US00 security ag#page5.tif source=C1141.90002US00 security ag#page6.tif source=C1141.90002US00 security ag#page7.tif source=C1141.90002US00 security ag#page8.tif source=C1141.90002US00 security ag#page9.tif source=C1141.90002US00 security ag#page10.tif source=C1141.90002US00 security ag#page11.tif source=C1141.90002US00 security ag#page12.tif source=C1141.90002US00 security ag#page13.tif</p>	

EACH LENDER IS PARTY TO A SUBORDINATION AGREEMENT DATED AS OF SEPTEMBER 21, 2011 (THE "SUBORDINATION AGREEMENT") WITH SILICON VALLEY BANK AND ENFORCEMENT OF THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND PAYMENT OF THE NOTES IS SUBJECT TO SUCH SUBORDINATION AGREEMENT.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "*Agreement*"), dated as of September 21, 2011, is hereby entered into by and among CallMiner, Inc., a Delaware corporation (the "*Borrower*"), the purchasers set forth on Exhibit A to that certain Note Purchase Agreement dated as of even date herewith (the "*Purchase Agreement*") (each, a "*Lender*" and sometimes collectively referred to herein as the "*Lenders*"), and Intersouth Partners VI, L.P., as the representative of the Lenders (the "*Lender Representative*").

RECITALS:

WHEREAS, the Lenders will make loans to Borrower (collectively, the "*Loan*"), which Loan shall be evidenced by Subordinated Secured Convertible Promissory Notes (the "*Notes*") issued on or after the date hereof pursuant to the Purchase Agreement between the Lenders and the Borrower, but only if Borrower grants the Lenders a security interest in its copyrights, trademarks and patents and other collateral described in that certain Security Agreement between Borrower and the Lenders (the "*Collateral*"), executed in connection with the Loan and dated as of the date hereof (the "*Security Agreement*"); and

WHEREAS, Borrower has granted the Lenders a security interest in its presently existing or later acquired Collateral;

NOW, THEREFORE, for good and otherwise valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Secured Obligations. This Agreement is given to secure the due and punctual payment of the principal of and interest on the Notes issued pursuant to the Purchase Agreement and the due and punctual performance of all other obligations under the Loan Documents (as defined in the Security Agreement) now existing and hereafter arising, including future advances (and additional Notes issued pursuant to the Purchase Agreement in respect thereof) made pursuant to the Purchase Agreement, together with any extensions and renewals of the foregoing obligations and reasonable attorneys' fees if collected by or through an attorney-at-law (collectively the "*Secured Obligations*"); provided, however, that "*Secured Obligations*" shall not include any obligations of Borrower to any Lender in Lender's capacity, as a holder of any of Borrower's capital stock.

2. Security Interest. As security for the due and punctual payment and performance by Borrower of the Secured Obligations, Borrower hereby grants the Lenders a security interest (which shall be subject and subordinate to the Permitted Liens, as defined in the Security Agreement) in all right, title and interest in its Intellectual Property (as defined below). As used herein, the term "*Intellectual Property*" shall include:

(a) All copyrights, trademarks, and patents of Borrower, including, without limitation, the copyrights, trademarks, and patents listed on Schedule A attached hereto, all amendments, renewals, extensions relating thereto, and all licenses or other rights to use the foregoing and all license fees and royalties from such use. With respect to trademarks, the term Intellectual Property includes the entire goodwill of Borrower's business connected with the use of and symbolized by such trademarks;

(b) Any trade secrets and any intellectual property rights in computer software and computer software products now or later existing, created, acquired or held by Borrower;

(c) All design rights which may be available to Borrower now or later created, acquired or held by Borrower;

(d) Any claims for damages (past, present or future) for infringement of any of the rights above, with the right, but not the obligation, to sue and collect damages for use or infringement of the intellectual property rights above; and

(e) All proceeds and products of any of the foregoing, including any and all insurance, indemnity or warranty payments, license royalties, proceeds of infringement suits, the right to sue for past, present and future infringements rights throughout the world, and all re-issues, divisions continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing.

3. Term of Agreement. Borrower acknowledges and agrees that the number and amount of the Secured Obligations may fluctuate from time to time hereafter. Borrower expressly agrees that this Agreement and the security interest in the Intellectual Property conveyed to the Lenders hereunder shall remain valid and in full force and effect, notwithstanding any such fluctuations and future payments. This Agreement shall terminate, and each Lender shall release its security interest in the Intellectual Property and shall execute and deliver to Borrower all termination statements and similar documents which Borrower shall reasonably request to evidence such termination, only upon the earlier to occur of (a) the payment in full by or on behalf of Borrower of all of the then outstanding Notes issued pursuant to the Purchase Agreement and all other obligations of Borrower pursuant to any of the Loan Documents, or (b) the conversion of the full amounts then outstanding under the Notes into shares of the Borrower's capital stock pursuant to the terms of such Notes.

4. Security Agreement. This security interest is granted hereunder in conjunction with the security interest in the Collateral granted under the Security Agreement. The Lenders' rights and remedies in the Intellectual Property granted hereunder are in addition to those in the Purchase Agreement, the Security Agreement and other documents related thereto, and are in addition to those available at law or in equity. The Lenders' rights, powers and remedies herein

are cumulative with every right, power or remedy provided in the Security Agreement. The Lenders' exercise of their rights, powers or remedies in this Agreement, the Purchase Agreement, the Security Agreement or any other documents related thereto does not preclude the simultaneous or later exercise of any or all other rights, powers or remedies.

5. Amendment. This Agreement may be amended only in a writing signed by both Borrower and the Lender Representative, and any amendment so effected shall be binding upon each of the Lenders; provided, however, that any such amendment or waiver that disproportionately affects any of the holders of the then-outstanding Notes shall require the written consent of all such disproportionately affected holders. No delay or failure on the part of any Lender in the exercise of any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of such right, power or privilege shall preclude the further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid against the Lenders unless made in writing and signed by the Lender Representative, and then only to the extent expressly specified therein. Borrower hereby waives presentment and notice of dishonor and protest of all instruments included or evidencing the liability of Borrower in respect to the Secured Obligations or the Collateral and any and all notices and demands whatsoever, whether or not relating to such instruments, except as otherwise provided in such instruments. Notwithstanding the foregoing, Borrower may amend Schedule A from time-to-time as necessary to add any after-acquired Intellectual Property, by filing a Confirmatory Intellectual Property Security Agreement ("Confirmatory Security Agreement"), in a form substantially similar to Exhibit A to this Agreement, in the United States Patent and Trademark Office or the United States Copyright Office, as applicable. A copy of any such Confirmatory Security Agreement filed by Borrower shall be provided to Lender Representative.

6. Subordination. Notwithstanding anything to the contrary contained herein or in any Note or the Purchase Agreement, all of the rights and remedies granted to the Lenders by this Agreement are junior and subordinate to the rights and remedies of the Senior Lender as senior lender to the Company in accordance with the Subordination Agreement. The Lenders party hereto agree that they will not exercise any of the rights and remedies granted to it by this Agreement, the Notes, the Purchase Agreement or at law unless and until such Senior Lender is paid in full, subject to certain exceptions as set forth in the Subordination Agreement.


7. Additional Lenders. Notwithstanding anything to the contrary contained herein, if the Borrower shall issue additional Notes under and in accordance with the terms of the Purchase Agreement, any purchaser of such Notes may become a party to this Agreement by executing and delivering an additional counterpart signature page hereto and thereafter shall be deemed a "Lender" and one of the "Lenders" hereunder for all purposes, upon which the Borrower will update Exhibit A hereto to include such additional Lender. No additional approvals or actions shall be required to be taken by the Borrower or any Lender to properly effect the addition of any such new Lender as a party hereto or the revision of Exhibit A hereunder.

[Signature pages follow.]

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

BORROWER:

CALLMINER, INC.

By: 
Name: Robert P. Chimento
Title: V.P. CFO

LENDER REPRESENTATIVE:

INTERSOUTH PARTNERS VI, L.P.

By: Intersouth Associates VI, LLC
Its General Partner

By: _____
John Glushik
Member, acting pursuant to a
Power of Attorney

LENDERS:

INTERSOUTH PARTNERS VI, L.P.

By: Intersouth Associates VI, LLC
Its General Partner

By: _____
John Glushik
Member, acting pursuant to a
Power of Attorney

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

BORROWER:

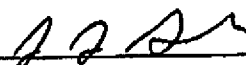
CALLMINER, INC.

By: _____
Name: _____
Title: _____

LENDER REPRESENTATIVE:

INTERSOUTH PARTNERS VI, L.P.


By: Intersouth Associates VI, LLC
Its General Partner

By:  _____
John Glushik
Member, acting pursuant to a
Power of Attorney

LENDERS:

INTERSOUTH PARTNERS VI, L.P.

By: Intersouth Associates VI, LLC
Its General Partner

By:  _____
John Glushik
Member, acting pursuant to a
Power of Attorney

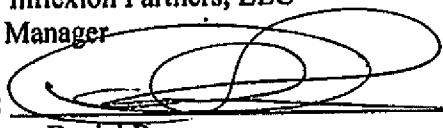
(SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT)

TRADEMARK
REEL: 004631 FRAME: 0731

INFLEXION FUND, L.P.

By: Inflexion Capital, LLC
Its: General Partner

By: Inflexion Partners, LLC
Its: Manager

By: 
Name: Daniel Rua
Title: Manager

SIGMA PARTNERS 7, L.P.

By: Sigma Management 7, L.L.C.
Its: General Partner

By: _____
Its: Managing Director

SIGMA ASSOCIATES 7, L.P.

By: Sigma Management 7, L.L.C.
Its: General Partner

By: _____
Its: Managing Director

SIGMA INVESTORS 7, L.P.

By: Sigma Management 7, L.L.C.
Its: General Partner

By: _____
Its: Managing Director

INFLEXION FUND, L.P.

By: Inflexion Capital, LLC
Its: General Partner

By: Inflexion Partners, LLC
Its: Manager

By: _____
Name: Daniel Rua
Title: Manager

SIGMA PARTNERS 7, L.P.

By: Sigma Management 7, L.L.C.
Its: General Partner

By: Robert E. Davth
Its: Managing Director

SIGMA ASSOCIATES 7, L.P.

By: Sigma Management 7, L.L.C.
Its: General Partner

By: Robert E. Davth
Its: Managing Director

SIGMA INVESTORS 7, L.P.

By: Sigma Management 7, L.L.C.
Its: General Partner

By: Robert E. Davth
Its: Managing Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

FLORIDA GROWTH FUND LLC
By: HL Florida Growth LLC, Manager

By: Robert W. Cleveland
Robert W. Cleveland
Vice President

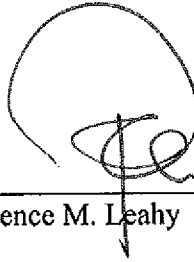
Terence M. Leahy

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 004631 FRAME: 0734

FLORIDA GROWTH FUND LLC
By: HL Florida Growth LLC, Manager

By: _____
Robert W. Cleveland
Vice President



Terence M. Leahy

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 004631 FRAME: 0735

SCHEDULE A

INTELLECTUAL PROPERTY

Trademark List

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

Patent List

Status	Title	Application Number	Filing Date	CountryName	Application Type	Patent Number	Issue Date
Expired	SOFTWARE FOR STATISTICAL ANALYSIS OF SPEECH	60/414286	9/27/02	United States of America	Provisional		
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	Ireland	National	1556854	05/04/11
Published	METHODS FOR STATISTICAL ANALYSIS OF SPEECH	12/011649	1/29/08	United States of America	Continuation		
Expired	HETEROGENEOUS UNITS OF WORK METHOD AND APPARATUS FOR PROCESSING	60/729088	10/21/05	United States of America	Provisional		
Abandoned	HETEROGENEOUS UNITS OF WORK METHOD AND APPARATUS FOR PROCESSING	11/331374	1/12/06	United States of America	Non-provisional		
National Phase	HETEROGENEOUS UNITS OF WORK METHOD AND APPARATUS FOR THE PROCESSING OF	PCT/US2006/040470	10/16/06	Patent Cooperation Treaty	PCT		
Abandoned	HETEROGENEOUS UNITS OF WORK METHOD AND APPARATUS FOR PROCESSING	95138178	10/17/06	Taiwan	National		
Published	HETEROGENEOUS UNITS OF WORK METHOD AND APPARATUS FOR PROCESSING	06826068.6	10/16/06	European Patent Convention	National		
Abandoned	HETEROGENEOUS UNITS OF WORK METHOD AND APPARATUS FOR PROCESSING	4159/DELNP/2008	10/16/06	India	National		
Pending	HETEROGENEOUS UNITS OF WORK METHOD AND APPARATUS FOR PROCESSING	2626770	10/16/06	Canada	National		
Abandoned	HETEROGENEOUS UNITS OF WORK METHOD AND APPARATUS FOR THE PROCESSING OF	2006306552	10/16/06	Australia	National		
Published	HETEROGENEOUS UNITS OF WORK METHOD AND APPARATUS FOR PROCESSING OF	11/331375	1/12/06	United States of America	Non-provisional		
Published	HETEROGENEOUS UNITS OF WORK	11/330594	1/12/06	United States of America	Non-provisional		

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EXHIBIT A

**CONFIRMATORY INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS CONFIRMATORY INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Confirmatory Security Agreement"), is made _____, 20____, but effective as of the Effective Date (as hereinafter defined), from CallMiner, Inc., a Delaware corporation ("Grantor"), to Intersouth Partners VI, L.P. ("Lender Representative").

WITNESSETH:

WHEREAS, Grantor and Lender Representative entered into that certain Intellectual Property Security Agreement, dated September ____, 2011 (the "IP Security Agreement"), which IP Security Agreement is incorporated by reference into this Confirmatory Security Agreement; and

WHEREAS, pursuant to the IP Security Agreement, Grantor gave Lender Representative a security interest in all of Grantor's right, title and interest in and to the Intellectual Property, as that term is defined in the IP Security Agreement, including any after-acquired Intellectual Property. Further, with respect to any trademarks or service marks, the Intellectual Property includes the entire goodwill of Grantor's business connected with the use of and symbolized by such trademarks or service marks; and

WHEREAS, Grantor now desires to confirm, as a matter of record, Lender Representative's security interest in and to the below listed Intellectual Property by authorizing and requesting that the [Commissioner of Patents and Trademarks/Register of Copyrights] record this Confirmatory Security Agreement.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Lender Representative a security interest in and to the below listed Intellectual Property, and in the case of any trademarks or service marks, together with the entire goodwill of Grantor's business connected with the use of and symbolized by the trademarks or service marks, such security interest to be effective as of the respective Registration/Application Date (the "Effective Date").

PATENTS

Title / Description	Inventor Names(s)	Registration/ Application Number	Registration/ Application Date

TRADEMARKS

Title / Description	Registration/ Application Number	Registration/ Application Date

COPYRIGHTS

Description	Registration/ Application Number	Registration/ Application Date

IN WITNESS WHEREOF, the Grantor has caused this Confirmatory Security Agreement to be duly executed by its authorized officer intending it to be effective as of the Effective Date.

CALLMINER, INC.

By: _____

Name: _____

Title: _____