

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.		09/13/2012	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:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3516443	CALLMINER	
Registration Number:	3415156	EUREKA!	
Registration Number:	3149854	FIND YOUR VOICE	
Registration Number:	3720042	TOPICMINER	
Registration Number:	3140708	VIRTUAL SERVER ROOM	
CORRESPONDENCE DATA			
Fax Number:	2027995144		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Ryan C. Compton		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		

OP \$140.00 3516443

ATTORNEY DOCKET NUMBER:	370834.2
NAME OF SUBMITTER:	Ryan C. Compton
Signature:	/Ryan C. Compton/
Date:	09/19/2012

Total Attachments: 9

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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 13, 2012, 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 September 21, 2011 (as may be amended from time to time, 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 in any manner that is not permitted by the Subordination Agreement.

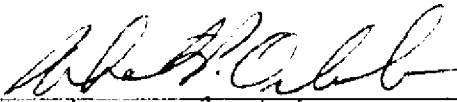
7. Additional Lenders. Notwithstanding anything to the contrary contained herein, if the Borrower shall issue additional Notes under and in accordance with the terms of the Purchase Agreement, any purchaser of such Notes may become a party to this Agreement by executing and delivering an additional counterpart 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. O'Hara
Title: VP: 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:

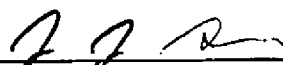
CALLMINER, INC.

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: 004864 FRAME: 0007

SIGMA PARTNERS 7, L.P.

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

By: Robert E. Dawsh
Its: Managing Director

SIGMA ASSOCIATES 7, L.P.

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

By: Robert E. Dawsh
Its: Managing Director

SIGMA INVESTORS 7, L.P.

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

By: Robert E. Dawsh
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

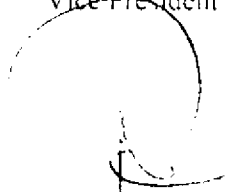
Terence M. Leahy

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 004864 FRAME: 0009

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

By: _____
Robert W. Cleveland
Vice President



Terence M. Leahy

SCHEDULE A

INTELLECTUAL PROPERTY

PATENTS

Case No.	Title	Country	Status	Patent/Publication No.	Filing Date	Issue Date
C1141.70001	SOFTWARE FOR STATISTICAL ANALYSIS OF SPEECH	Australia	Issued	2003279037	26-Sep-2003	16-Dec-2010
		Canada	Issued	2499268	26-Sep-2003	10-Jul-2012
		Europe	Issued	1556854	26-Sep-2003	04-May-2011
		France	Issued	1556854	26-Sep-2003	04-May-2011
		Germany	Issued	1556854	26-Sep-2003	04-May-2011
		India	Issued	232588	26-Sep-2003	19-Mar-2009
		Ireland	Issued	1556854	26-Sep-2003	04-May-2011
		Spain	Issued	1556854	26-Sep-2003	04-May-2011
		Great Britain	Issued	1556854	26-Sep-2003	04-May-2011
		United States	Issued	7346509	26-Sep-2003	18-Mar-2008
		United States (continuation)	Published	US-2008-0208582-A1	29-Jan-2008	
C1141.70003	METHOD AND APPARATUS FOR THE PROCESSING OF HETEROGENEOUS UNITS OF WORK	United States	Published	US-2007-0094270-A1	12-Jan-2006	

TRADEMARKS

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
CALLMINER	United States of America	78/280987	30-Jul-2003	3516443	14-Oct-2008	Registered
CALLMINER	European Community	5720321	13-Feb-2007	5720321	11-Feb-2008	Registered
EUREKA!	European Community	005720339	13-Feb-2007	005720339	04-Jun-2009	Registered
EUREKA!	United States of America	77/059138	07-Dec-2006	3415156	22-Apr-2008	Registered
FIND YOUR VOICE	United States of America	78/547033	13-Jan-2005	3149854	26-Sep-2006	Registered
TOPICMINER	United States of America	78/537660	23-Dec-2004	3720042	01-Dec-2009	Registered
VIRTUAL SERVER ROOM	United States of America	78/657567	24-Jun-2005	3140708	05-Sep-2006	Registered

COPYRIGHTS

Description	Registration/ Application Number	Registration/ Application Date