

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIVOX, INC.		04/10/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054-1191		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85353739	VOICEEVERYWHERE	
Serial Number:	85353741	VOICEEVERYWHERE	
Serial Number:	85602015	SOCIAL DIALTONE	
Registration Number:	3171098	VIVOX	
Serial Number:	78901284	PRECISION STUDIO	
Registration Number:	4093716	VIVOX	
Registration Number:	3464381	PRECISION STUDIO	
Registration Number:	3464382	PRECISION STUDIO	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		

OP \$215.00 85353739

Address Line 1: 1100 G Street NW, Suite 420
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: F144293

NAME OF SUBMITTER: Janet S. Wamsley

Signature: /Janet S. Wamsley/

Date: 04/12/2013

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 10, 2013 by and between SILICON VALLEY BANK ("Bank") and VIVOX, 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 as of June 30, 2010, as amended by that certain First Loan Modification Agreement by and between Bank and Grantor dated as of July 27, 2011, and as further amended by that certain Second Loan Modification Agreement by and between Bank and Grantor dated as of April 10, 2013 (as the same may be further 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:

2-4 Mercer Road
Natick, MA 01760

Attn: _____

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

GRANTOR:

VIVOX, INC.

By: 

Name: Paul Schmitt

Title: ~~CEO~~ President

BANK:

SILICON VALLEY BANK

By: 

Name: THOMAS E KELLY

Title: DIRECTOR

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SCALABLE TECHNIQUES FOR PROVIDING REAL-TIME PER- AVATAR STREAMING DATA IN VIRTUAL REALITY SYSTEMS THAT EMPLOY PER-AVATAR RENDERED ENVIRONMENTS	12/863,118, PCT/US09/31361	01/15/2010
VOICE-BASED ENTERTAINMENT ACTIVITY IN A NETWORKED ENVIRONMENT	20110224000	01/14/2011
TECHNIQUES FOR ASSOCIATING CHATS WITH EXECUTION INSTANCES OF PROGRAMS	61/385,497, PCT/US09/54782	09/22/2011
MANAGING USE OF RESOURCES IN MOBILE DEVICES	(provisional)	03/28/2012

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
VOICEEVERYWHERE, Class No. 38-Int	#85-353739	06/23/2011
VOICEEVERYWHERE, Class No. 42-Int	#85-353741	06/23/2011
SOCIALDIALTONE, Class No. 38-Int	#85-602015	04/18/2012
VIVOX Registration	No. 3,171,098	11/14/2006
PRECISION STUDIO	No. 78/901.284	07/08/2008
VIVOX Registration	No. 4,093,716	01/31/2012
PRECISION STUDIO Registration	Nos. 3,464,381, 3,464,382	07/08/2008

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date