

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
UTOPY, INC.		04/18/2013	CORPORATION: DELAWARE
ANGEL.COM INCORPORATED		04/18/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS USA BANK
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	BANK: NEW YORK

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2757526	UTOPY
Registration Number:	2757525	SPEECHMINER
Registration Number:	2882922	YOUR TELEPHONE JUST GOT SMARTER
Registration Number:	3169032	ANGEL.COM
Registration Number:	3177337	ANGEL
Serial Number:	85524535	LEXEE
Serial Number:	85528735	
Serial Number:	77734929	CALLER FIRST
Serial Number:	77734934	PUTTING THE CALLER FIRST
Serial Number:	85719453	CX FIRST
Serial Number:	85719456	CXFIRST

CORRESPONDENCE DATA

Fax Number: 2128225096

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: nbrowand@milbank.com  
Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP  
Address Line 1: One Chase Manhattan Plaza  
Address Line 2: Attn: Nathaniel T. Browand  
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	30045.35500
NAME OF SUBMITTER:	Nathaniel T. Browand
Signature:	/Nathaniel T. Browand/
Date:	04/22/2013

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of April 18, 2013, is entered into by each of the undersigned (each, a "Grantor") in favor of Goldman Sachs Bank USA, as collateral agent (together with its successors, in such capacity, the "Collateral Agent").

**WHEREAS**, Grantors have executed and delivered that certain Assumption Agreement, dated as of the date hereof, in favor of the Collateral Agent, pursuant to which the Grantors have joined that certain U.S. Pledge and Security Agreement, dated as of February 8, 2013, executed in favor of the Collateral Agent (the "Pledge and Security Agreement") and have granted to Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors' right, title, and interest in and to the Trademark Collateral (as defined below);

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms of the Pledge and Security Agreement, each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor:

- (i) all U.S., State and foreign trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, trade dresses, service marks, certification marks, collective marks, logos and other source of business identifiers or any other indicia of origin, designs and general tangibles of a like nature, all registrations thereof, and all applications now or hereafter made in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world, (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iii) all extensions and renewals of the foregoing, (iv) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in

the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

UTOPIY, INC.

By:   
Name: Mark Alloy  
Title: AUTHORIZED SIGNATORY

ANGEL.COM INCORPORATED

By:   
Name: Mark Alloy  
Title: AUTHORIZED SIGNATORY

GOLDMAN SACHS USA BANK, as Collateral Agent

By: \_\_\_\_\_

(Authorized Signatory)

[Signature Page to Trademark Security Agreement]

TRADEMARK  
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IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

UTOPY, INC.

By: \_\_\_\_\_  
Name:  
Title:

ANGEL.COM INCORPORATED

By: \_\_\_\_\_  
Name:  
Title:

GOLDMAN SACHS USA BANK, as Collateral Agent

By:  \_\_\_\_\_

(Authorized Signatory)

**Gabriel Jacobson**  
**Authorized Signatory**

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005011 FRAME: 0988**

SCHEDULE A

**TRADEMARKS**

Grantor	Trademark	Serial/Registration Number	Registration or Filing Date
Utopy, Inc.	UTOPY	2,757,526	August 26, 2003
Utopy, Inc.	SPEECHMINER	2,757,525	August 26, 2003
Angel.com Incorporated	YOUR TELEPHONE JUST GOT SMARTER	2,882,922	September 7, 2004
Angel.com Incorporated	ANGEL.COM	3,169,032	November 7, 2006
Angel.com Incorporated	ANGEL	3,177,337	November 28, 2006
Angel.com Incorporated	LEXEE	85/524,535	January 25, 2012
Angel.com Incorporated	Wing Design	85/528,735	January 30, 2012
Angel.com Incorporated	CALLER FIRST	77/734,929	May 12, 2009
Angel.com Incorporated	PUTTING THE CALLER FIRST	77/734,934	May 12, 2009
Angel.com Incorporated	CX FIRST	85/719,453	September 4, 2012
Angel.com Incorporated	CXFIRST	85/719,456	September 4, 2012