

01/29/2014



103665718

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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):

Genesys Telecommunications Laboratories, Inc.

- Individual(s)
- Partnership
- Corporation- State: CA
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 13, 2013

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as collateral agent

Street Address: 500 Stanton Christiana Rd., Fl. 3, Ops 2

City: Newark

State: DE

Country: USA Zip: 19713-2107

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ 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) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

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: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3366

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

4/0

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:

Elaine Carrera
Signature

November 14, 2013
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

Re-700512827 12-17-13

Addendum to Cover Page of Trademarks Form Cover Sheet

I. Name of conveying party(ies)

Angel.com Incorporated, a Delaware Corporation
Citizenship--US-- Delaware

Utopy, Inc., a Delaware Corporation
Citizenship - US - Delaware

SoundBite Communications, Inc., a Delaware Corporation
Citizenship--US-- Delaware

Addendum to Cover Page of Trademark Form Cover Sheet (cont.)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

TRADEMARKS

Debtor/Grantor	Mark	Serial/Registration Number	Filing/Registration Date
Angel.com Incorporated	ANGEL	3,177,337	November 28, 2006
Angel.com Incorporated	ANGEL.COM	3,169,032	November 7, 2006
Angel.com Incorporated	CALLER FIRST	4,298,402	March 5, 2013
Angel.com Incorporated	CX FIRST	857719,453	September 4, 2012
Angel.com Incorporated	CXFIRST	857719,456	September 4, 2012
Angel.com Incorporated	PUTTING THE CALLER FIRST	4,298,403	March 5, 2013
Angel.com Incorporated	YOUR TELEPHONE JUST GOT SMARTER	2,882,922	September 7, 2004
Genesys Telecommunications Laboratories, Inc.	1 TO 1 CUSTOMER SERVICE	85/877936	March 15, 2013 (ITU)
Genesys Telecommunications Laboratories, Inc.	CALLCENTER PULSE	2347455	02-May-00
Genesys Telecommunications Laboratories, Inc.	CITIZEN EFFORT	85/8663288	February 28, 2013 (ITU)
Genesys Telecommunications Laboratories, Inc.	COIL DESIGN PURE DEVICE	2161483	02-Jun-98
Genesys Telecommunications Laboratories, Inc.	CONVERSATION MANAGER	85/813435	31-Dec-12 (ITU)
Genesys Telecommunications Laboratories, Inc.	CUSTOMER ENGAGEMENT PLATFORM	85/946790	30-May-13 (ITU)
Genesys Telecommunications Laboratories, Inc.	GENESYS	2271572	24-Aug-99
Genesys Telecommunications Laboratories, Inc.	GENESYS	2249031	01-Jun-99
Genesys Telecommunications Laboratories, Inc.	GENESYS CLOUD CONNECT	85/702554	13-Aug-12 (ITU)
Genesys Telecommunications Laboratories, Inc.	GENESYS CONNECT	85/702557	13-Aug-12 (ITU)
Genesys Telecommunications Laboratories, Inc.	GENESYS CONTACT CENTER CONNECT	85/702562	13-Aug-12 (ITU)
Genesys Telecommunications Laboratories, Inc.	GENESYS CONVERSATION MANAGER	85/813436	31-Dec-12 (ITU)

TRADEMARK

REEL: 005199 FRAME: 0931

Applicant/Grantor	Mark	Serial/Registration Number	Filing/Registration Date
Genesys Telecommunications Laboratories, Inc.	GENESYS MOBILE ENGAGEMENT	85/813433	31-Dec-12 (ITU)
Genesys Telecommunications Laboratories, Inc.	GENESYS ONE	85/726606	11-Sep-12 (ITU)
Genesys Telecommunications Laboratories, Inc.	GENESYS PRIME CONNECT	85/702566	13-Aug-12 (ITU)
Genesys Telecommunications Laboratories, Inc.	GENESYS PROACTIVE ENGAGEMENT	86/033059	8/8/2013
Genesys Telecommunications Laboratories, Inc.	GENESYS SMART LINK	85/813434	31-Dec-12 (ITU)
Genesys Telecommunications Laboratories, Inc.	GENESYS SOCIAL CONNECT	85/702570	13-Aug-12 (ITU)
Genesys Telecommunications Laboratories, Inc.	GENESYS SOCIAL ENGAGEMENT	85/813432	31-Dec-12 (ITU)
Genesys Telecommunications Laboratories, Inc.	ICFD	4070877	13-Dec-11
Genesys Telecommunications Laboratories, Inc.	INTELLIGENT CUSTOMER FRONT DOOR	4070876	13-Dec-11
Genesys Telecommunications Laboratories, Inc.	ONE TO ONE CUSTOMER SERVICE	85/877919	March. 15, 2013 (ITU)
Genesys Telecommunications Laboratories, Inc.	SIPSPAN2	85/792220	30-Nov-12 (ITU)
Genesys Telecommunications Laboratories, Inc.	SPEECH-TO-PHRASE	86/068518	9/18/2013(ITU)
Genesys Telecommunications Laboratories, Inc.	SPEECH-TO-PHRASE RECOGNITION	86/068522	9/18/2013(ITU)
Genesys Telecommunications Laboratories, Inc.	T-SERVER	2520402	18-Dec-01
SoundBite Communications, Inc.	SMARTREPLY	3,453,832	6/24/2008
SoundBite Communications, Inc.	SOUNDBITE	2,791,788	12/09/2003
Utopy, Inc.	SPEECHMINER	2,757,525	August 26, 2003
Utopy, Inc.	UTOPIA	2,757,526	August 26, 2003
Genesys Telecommunications Laboratories, Inc.	ACTIONABLE ANALYTICS	86/092207	October 15, 2013
Genesys Telecommunications Laboratories, Inc.	GENESYS SMART CONNECT	85/748468	October 8, 2012
Genesys Telecommunications Laboratories, Inc.	SMART CONNECT	85/748467	October 8, 2012

CONFIRMATORY TRADEMARK SECURITY AGREEMENT

This Confirmatory Trademark Security Agreement (this "Agreement"), dated as of November 13, 2013, is entered into by each of the undersigned (each, a "Grantor") in favor of JPMorgan Chase Bank, N.A., as collateral agent (together with its successors, in such capacity, the "Successor Collateral Agent").

WHEREAS, Grantors have executed and delivered that certain U.S. Pledge and Security Agreement, dated February 8, 2013, as supplemented from time to time (the "Pledge and Security Agreement"), pursuant to which Grantors have granted to Successor Collateral Agent's predecessor-in-interest, Goldman Sachs Bank USA (the "Former Collateral Agent"), together with its successors in such capacity, 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);

WHEREAS, the Loan Parties have executed and delivered that certain Second Amendment to Credit and Guaranty Agreement, dated on even date herewith (the "Credit Agreement Second Amendment"), pursuant to which the parties thereto have agreed to amend the Credit Agreement in accordance with the terms set forth in said Credit Agreement Second Amendment; and

WHEREAS, the Loan Parties have executed and delivered that certain Resignation, Waiver, Consent and Appointment Agreement, dated on even date herewith, pursuant to which the parties thereto have agreed that the Former Collateral Agent shall resign as collateral agent under the Loan Documents and that the Successor Collateral Agent shall be appointed as the successor thereto;

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 Successor 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 Successor 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 Successor 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 Successor 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]

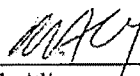
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

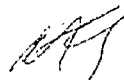
**GENESYS TELECOMMUNICATIONS
LABORATORIES, INC.**

By: 
Name: Mark Alloy
Title: Treasurer

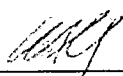
ANGEL.COM INCORPORATED

By: 
Name: Mark Alloy
Title: Treasurer

UTOPY, INC.


By: 
Name: Mark Alloy
Title: Treasurer

SOUNDBITE COMMUNICATIONS, INC.

By: 
Name: Mark Alloy
Title: Treasurer

[Confirmatory Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A. IS
Successor Collateral Agent

By: 
(Authorized Signatory)

Peter B. Thauer
Managing Director

[Confirmatory Trademark Security Agreement]

9173419

TRADEMARK
REEL: 005199 FRAME: 0936

4. Application number(s) or registration number(s) and identification or description of the Trademark.

TRADEMARKS

Debtor/Grantor	Mark	Serial/Registration Number	Filing/Registration Date
Angel.com Incorporated	ANGEL	3,177,337	November 28, 2006
Angel.com Incorporated	ANGEL.COM	3,169,032	November 7, 2006
Angel.com Incorporated	CALLER FIRST	4,298,402	March 5, 2013
Angel.com Incorporated	CX FIRST	85/719,453	September 4, 2012
Angel.com Incorporated	CXFIRST	85/719,456	September 4, 2012
Angel.com Incorporated	PUTTING THE CALLER FIRST	4,298,403	March 5, 2013
Angel.com Incorporated	YOUR TELEPHONE JUST GOT SMARTER	2,882,922	September 7, 2004
Genesys Telecommunications Laboratories, Inc.	1 TO 1 CUSTOMER SERVICE	85/877,936	March 15, 2013 (ITU)
Genesys Telecommunications Laboratories, Inc.	CALLCENTER PULSE	2347455	02-May-00
Genesys Telecommunications Laboratories, Inc.	CITIZEN EFFORT	85/863,288	February 28, 2013 (ITU)
Genesys Telecommunications Laboratories, Inc.	COIL DESIGN PURE DEVICE	2161483	02-Jun-98
Genesys Telecommunications Laboratories, Inc.	CONVERSATION MANAGER	85/813,435	31-Dec-12 (ITU)
Genesys Telecommunications Laboratories, Inc.	CUSTOMER ENGAGEMENT PLATFORM	85/946,790	30-May-13 (ITU)
Genesys Telecommunications Laboratories, Inc.	GENESYS	2271572	24-Aug-99
Genesys Telecommunications Laboratories, Inc.	GENESYS	2249031	01-Jun-99
Genesys Telecommunications Laboratories, Inc.	GENESYS CLOUD CONNECT	85/702,554	13-Aug-12 (ITU)
Genesys Telecommunications Laboratories, Inc.	GENESYS CONNECT	85/702,557	13-Aug-12 (ITU)
Genesys Telecommunications Laboratories, Inc.	GENESYS CONTACT CENTER CONNECT	85/702,562	13-Aug-12 (ITU)
Genesys Telecommunications Laboratories, Inc.	GENESYS CONVERSATION MANAGER	85/813,436	31-Dec-12 (ITU)

Debtor/Grantor	Mark	Serial/Registration Number	Filing/Registration Date
Genesys Telecommunications Laboratories, Inc.	GENESYS MOBILE ENGAGEMENT	85/813433	31-Dec-12 (TTU)
Genesys Telecommunications Laboratories, Inc.	GENESYS ONE	85/726606	11-Sep-12 (TTU)
Genesys Telecommunications Laboratories, Inc.	GENESYS PRIME CONNECT	85/702566	13-Aug-12 (TTU)
Genesys Telecommunications Laboratories, Inc.	GENESYS PROACTIVE ENGAGEMENT	86/033059	8/8/2013
Genesys Telecommunications Laboratories, Inc.	GENESYS SMART LINK	85/813434	31-Dec-12 (TTU)
Genesys Telecommunications Laboratories, Inc.	GENESYS SOCIAL CONNECT	85/702570	13-Aug-12 (TTU)
Genesys Telecommunications Laboratories, Inc.	GENESYS SOCIAL ENGAGEMENT	85/813432	31-Dec-12 (TTU)
Genesys Telecommunications Laboratories, Inc.	ICFD	4070877	13-Dec-11
Genesys Telecommunications Laboratories, Inc.	INTELLIGENT CUSTOMER FRONT DOOR	4070876	13-Dec-11
Genesys Telecommunications Laboratories, Inc.	ONE TO ONE CUSTOMER SERVICE	85/877919	March 15, 2013 (TTU)
Genesys Telecommunications Laboratories, Inc.	SIPSPAN2	85/792220	30-Nov-12 (TTU)
Genesys Telecommunications Laboratories, Inc.	SPEECH-TO-PHRASE	86/068518	9/18/2013(TTU)
Genesys Telecommunications Laboratories, Inc.	SPEECH-TO-PHRASE RECOGNITION	86/068522	9/18/2013(TTU)
Genesys Telecommunications Laboratories, Inc.	T-SERVER	2520402	18-Dec-01
SoundBite Communications, Inc.	SMARTREPLY	3,453,832	6/24/2008
SoundBite Communications, Inc.	SOUNDBITE	2,791,788	12/09/2003
Utopy, Inc.	SPEECHMINER	2,757,525	August 26, 2003
Utopy, Inc.	UTOPY	2,757,526	August 26, 2003
Genesys Telecommunications Laboratories, Inc.	ACTIONABLE ANALYTICS	86/092207	October 15, 2013
Genesys Telecommunications Laboratories, Inc.	GENESYS SMART CONNECT	85/748468	October 8, 2012
Genesys Telecommunications Laboratories, Inc.	SMART CONNECT	85/748467	October 8, 2012

TRADEMARK

REEL: 005199 FRAME: 0938

RECORDED: 11/21/2013