

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
Envision Telephony, Inc.		12/28/2011	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	86093322	STRATEGIC DATA ENVISION NOW! CLOUD CLOUD
Serial Number:	85919441	INTELLIGENT IMPACT
Serial Number:	85962061	NET PERFORMANCE SCORE
Serial Number:	85919433	ENVISION INTELLIGENT IMPACT
Serial Number:	77747771	ENVISION INTERACTIONIQ
Serial Number:	77661418	ENVISION CENTRICITY
Serial Number:	77349849	ENVISION
Serial Number:	77349842	ENVISION
Serial Number:	77348284	CLICK2COACH
Serial Number:	77228581	ENVISION CENTRICITY

CORRESPONDENCE DATA

Fax Number: 8586385130  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

CH \$265.00 86093322

Phone: 858-677-1400  
Email: susan.reynholds@dlapiper.com  
Correspondent Name: DLA Piper LLP (US)  
Address Line 1: 4365 Executive Drive, Suite 1100  
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	354271-237
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	02/03/2014
Total Attachments: 5 source=IPSA (12-28-11)#page1.tif source=IPSA (12-28-11)#page2.tif source=IPSA (12-28-11)#page3.tif source=IPSA (12-28-11)#page4.tif source=IPSA (12-28-11)#page5.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and ENVISION TELEPHONY, 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 Second Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be 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 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 Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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.

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.

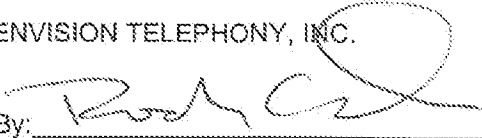
Address of Grantor:

901 5th Ave, Suite 3300  
Seattle, WA 98164

Attn: Contract Manager

GRANTOR:

ENVISION TELEPHONY, INC.

By: 

Title: CEO


Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: Krista Hall

BANK:

SILICON VALLEY BANK

By: 

Title: Relationship Manager

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Workforce management	TXu001183213	7/8/04
Workforce management	TXu001183213	7/8/04

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App.</u> <u>No.</u>	<u>File Date</u>
Non-random call center supervisory method and apparatus	6263049	7/17/01
Disposal pants having discontinuous elastic elements	6554815	4/29/03

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
STRATEGIC DATA ENVISION NOW! CLOUD CUSTOMER VOICE CLICK2COACH EXPERIENCE CLICK2COACH STRATEGIC VOICE EXPERIENCE CUSTOMER NOWCLOUD	86093322	10/16/13
INTELLIGENT IMPACT	85919441	4/30/13
NET PERFORMANCE SCORE	85962061	6/17/13
ENVISION INTELLIGENT IMPACT	85919433	4/30/13
ENVISION INTERACTIONIQ	77747771	5/29/09
ENVISION CENTRICITY	77661418	2/2/09
ENVISION	77349849	12/12/07
ENVISION	77349842	12/12/07
CLICK2COACH	77348284	12/10/07
ENVISION CENTRICITY	77228581	7/12/07