

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
FIVE9, INC.		02/20/2014	CORPORATION: DELAWARE
FIVE9 ACQUISITION LLC		02/20/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	FIFTH STREET FINANCE CORP., AS AGENT
Street Address:	10 Bank Street
Internal Address:	12th Floor
City:	White Plains
State/Country:	NEW YORK
Postal Code:	10606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3119836	FIVE9
Registration Number:	3119837	FIVE9
Registration Number:	3171631	INBOUND. OUTBOUND. UNBOUND.
Registration Number:	3966984	PUTTING A PRETTY FACE ON CUSTOMER SERVIC
Registration Number:	3982207	HOLD-FREE
Registration Number:	4251081	Q-FREE
Registration Number:	4262354	SERVICE IS THE NEW SALES
Serial Number:	85890089	FIVE9
Serial Number:	85708112	INAPP
Serial Number:	85929132	SOCOCARE SOCIAL AND COMMUNITY CARE
Serial Number:	85929149	SOCOCARE

CORRESPONDENCE DATA

900281070

TRADEMARK
 REEL: 005222 FRAME: 0751

CH \$290.00 3119836

Fax Number: 7145469035
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 714-641-5100
Email: trademarks@rutan.com
Correspondent Name: Lindsay Hulley c/o Rutan & Tucker, LLP
Address Line 1: 611 Anton Boulevard
Address Line 2: 14th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	024969.0157
NAME OF SUBMITTER:	Lindsay J. Hulley
Signature:	/Lindsay J. Hulley/
Date:	02/24/2014

Total Attachments: 7
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**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT dated as of February 20, 2014, among FIVE9, INC., a Delaware corporation, and FIVE9 ACQUISITION LLC, a Delaware limited liability company (collectively, "Assignor"), and FIFTH STREET FINANCE CORP., a Delaware corporation, as Agent for itself and for certain other Lenders as defined in the Loan and Security Agreement (as such terms are hereinafter defined) (together with its successors and assigns, "Agent").

WHEREAS, the Assignor is the owner of the Trademarks (as defined in the Loan and Security Agreement referenced herein) including those listed on Schedule A hereto;

WHEREAS, the Assignor, Agent, and certain other Lenders are party to that certain Loan and Security Agreement of even date herewith (as the same may be hereafter amended, modified, substituted, extended or restated, from time to time, the "Loan and Security Agreement");

WHEREAS, it is a condition precedent to the Lenders making any loans or otherwise extending credit to the Assignor under the Loan and Security Agreement that the Assignor execute and deliver to Agent this Trademark Agreement (as defined below);

WHEREAS, the Assignor has granted to Secured Parties (as defined below) a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the Trademarks (as defined in the Loan and Security Agreement) including those listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Loan and Security Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Loan and Security Agreement and other Loan Documents;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan and Security Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement:

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral, any value received as a consequence of the ownership, possession, use or practice of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other

involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral.

PTO. The United States Patent and Trademark Office.

Trademark Agreement. This Trademark Collateral Assignment and Security Agreement, as amended and in effect from time to time.

Trademark Collateral. All of the Assignor's right, title and interest in and to all of the Trademarks (as defined in the Loan and Security Agreement), including those listed on Schedule A attached hereto, the Trademark Rights and Proceeds therein.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: (i) the right (but not the obligation) to register claims under any federal, state or foreign trademark law or regulation, (ii) the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Secured Parties for any and all past, present and future infringements of or any other damages or injury to the Trademarks, (iii) the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury, (iv) the right (but not the obligation) to license rights to the Trademarks, including those listed on Schedule A to third parties, and (v) the right (but not the obligation) to make and prosecute applications or renewals for the Trademarks, including those listed on Schedule A.

Secured Parties. Collectively, the Lenders, the Agent and any other holder from time to time of the Obligations or any part thereof.

2. Grant of Security Interest. To secure the payment and performance in full of all of the Obligations, the Assignor hereby grants and collaterally assigns to the Secured Parties, A CONTINUING SECURITY INTEREST IN all of the Trademark Collateral. THE SECURED PARTIES ASSUME NO LIABILITY ARISING IN ANY WAY BY REASON OF THEIR HOLDING SUCH COLLATERAL SECURITY AND ASSUMES NO OBLIGATIONS UNDER ANY AGREEMENT TO WHICH THE ASSIGNOR IS A PARTY RELATING TO THE TRADEMARKS.

3. Acknowledgement of Loan and Security Agreement. This Trademark Agreement has been executed and delivered by the Assignor for the purpose of recording the grant of security interest herein with the PTO. The security interest granted hereby has been granted to the Secured Parties, in connection with the Loan and Security Agreement and is expressly subject to the terms and conditions thereof. The Loan and Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Assignor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by

reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Agreement and the terms of the Loan and Security Agreement, the terms of the Loan and Security Agreement shall govern.

4. **Termination.** On the Termination Date, this Trademark Agreement shall terminate and the Secured Parties shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Trademark Collateral previously granted, assigned, transferred and conveyed to the Secured Parties by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Secured Parties pursuant hereto or the Credit Agreement.

[signatures on next page]

SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

“ASSIGNOR”

FIVE9, INC.,
a Delaware corporation

By: _____
Name: David Hill
Title: VP Finance

FIVE9 ACQUISITION LLC,
a Delaware limited liability company

By: _____
Name: David Hill
Title: CEO

“AGENT”

FIFTH STREET FINANCE CORP.,
a Delaware corporation

By: Fifth Street Management LLC,
a Delaware limited liability company,
its Agent

By: _____
Ivelin M. Dimitrov, Chief Investment Officer

SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

“ASSIGNOR”

FIVE9, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

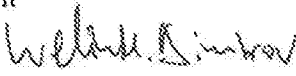
FIVE9 ACQUISITION LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

“AGENT”

FIFTH STREET FINANCE CORP.,
a Delaware corporation

By: Fifth Street Management LLC,
a Delaware limited liability company,
its Agent

By: 
Ivelin M. Dimitrov, Chief Investment Officer

SCHEDULE A

Trademarks and Trademark Applications

<u>Trademark</u>	<u>Status</u>	<u>Country</u>	<u>Registration # / Application #</u>	<u>Registration Date</u>
FIVE9	Registered	USA	3119836	7/25/2006
FIVE9 (9 in circle)	Registered	USA	3119837	7/25/2006
INBOUND.	Registered	USA	3171631	11/14/2006
OUTBOUND.				
UNBOUND.				
PUTTING A PRETTY FACE ON CUSTOMER SERVICE	Registered	USA	3966984	5/24/2011
HOLD-FREE	Registered	USA	3982207	6/21/2011
Q-FREE	Registered	USA	4251081	11/27/2012
SERVICE IS THE NEW SALES	Registered	USA	4262354	12/18/2012
FIVE9 Logo	Registered	Brazil	828659354	5/19/2009
FIVE9 Logo	Registered	Canada	TMA 690209	6/19/2007
FIVE9 Logo	Registered	India	1379869	3/29/2007
FIVE9 Logo	Registered	Mexico	924760	3/20/2006
FIVE9 Logo	Registered	Pakistan	214829	3/20/2012
FIVE9 Logo	Registered	Philippines	4-2005-008425	6/11/2007
FIVE9	Registered	Brazil	828653887	5/19/2009
FIVE9	Registered	Canada	TMA 690299	6/19/2007
FIVE9	Registered	India	1379868	3/29/2007
FIVE9	Registered	Mexico	925006	3/22/2006
FIVE9	Registered	Pakistan	214830	8/24/2013
FIVE9	Registered	Philippines	4-2005008426	6/11/2007
FIVE9 and Design	Registered	Mexico	1394264	8/30/2013
FIVE9 and Design	Pending - Published	EU	11700887	3/28/2013
FIVE9 and Design	Pending - Notice of Allowance Issued	USA	85/890089	3/29/2013
FIVE9 and Design	Pending	Canada	1620485	3/28/2013
FIVE9 and Design	Pending	Philippines	4-2013-003558	4/1/2013
INAPP	Pending	USA	85/708112	8/20/2012
SOCOCARE SOCIAL AND COMMUNITY CARE & Design	Pending	USA	85/929132	3/10/2013

SOCOCARE

Pending

USA

85/929149

5/10/2013

2528/024969-0157

RECORDED: 02/24/2014

SCHEDULE A

TRADEMARK
REEL: 005222 FRAME: 0759