

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299611

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intellisist, Inc.		08/14/2012	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: 16			
Property Type	Number	Word Mark	
Serial Number:	85054387	VOICE TO ACTION	
Serial Number:	78906334	GUIDED SPEECH IVR	
Serial Number:	78906330	GUIDED SPEECH IVR	
Serial Number:	78906323	SELF-SERVICE GUARANTEED	
Serial Number:	78906317	SPOKEN COMMUNICATIONS	
Serial Number:	78906308	SPOKEN SYSTEM	
Serial Number:	78593793	YOUR PEOPLE. OUR TECHNOLOGY. REAL RESULT	
Serial Number:	78593782	VOICE WORKFLOW	
Serial Number:	78443281	GOTVOICE	
Serial Number:	78443229	GOTVOICE	
Serial Number:	78358398	SPEECHFORMS	
Serial Number:	77935132	GOTSEARCH	
Serial Number:	77932902	GOTSEARCH	
Serial Number:	77378884	WHEN THE CALLER EXPERIENCE MATTERS	
Serial Number:	77354122	GUIDED SPEECH PLATFORM	
Serial Number:	76452541	INTELLISIST	
CORRESPONDENCE DATA			
Fax Number:	8586385130		

CH \$415.00 85054387

TRADEMARK

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

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:	354271-354
NAME OF SUBMITTER:	Troy Zander
SIGNATURE:	/s/ Troy Zander
DATE SIGNED:	03/28/2014

Total Attachments: 6

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of August 14, 2012 by and between SILICON VALLEY BANK ("Bank") and INTELLISIST, INC. ("Grantor") and amends and restates, in its entirety, that certain Intellectual Property Security Agreement executed by Grantor in favor of Bank dated as of February 24, 2012 (the "Original IP Agreement")

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 Amended and Restated Loan and Security Agreement by and between Bank, Hyperquality, Inc. 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 and Patents 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 and Trademarks listed on Exhibits A, B and C 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.

Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original IP Agreement. All security interests granted under the Original IP Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

~~10900 NE 8th Street, Suite 4104
Bellevue, Washington 98004~~

Attn: Daniel Ken TV Graham
ONE CONVENT PLACE
701 PIKE ST, SUITE 600
SEATTLE, WA 98101

Address of Bank:

901 Fifth Avenue, Suite 3900
Seattle, Washington 98164

Attn: Nick Christian

GRANTOR:

INTELLISIST, INC.

By: [Signature]

Title: CEO Intellisist Inc

BANK:

SILICON VALLEY BANK

By: [Signature]

Title: Director

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
System and method for providing a message-based communications infrastructure for automated call center operation	7292689	11/6/07
System and method for providing multi-party message-based voice communications	7496353	2/24/09
System and method for providing automated call center post-call processing	8170197	5/1/12
Sharing account information and a phone number between personal mobile phone and an in-vehicle embedded phone	6748244	6/8/04
Speech detection system and method	6757651	6/29/04
Modular telematic control unit	6766233	7/20/04
System and method for transmitting voice input from a remote location over a wireless data channel	6885735	4/26/05
System and method for dynamically configuring wireless network geographic coverage or service levels	7236777	6/26/07
Method and device to distinguish between voice conversation and automated speech recognition	7392191	6/24/08
System and method for reviewing informational content in a vehicle	7406421	7/29/08
System and method to associate broadcast radio content with a transaction via an internet server	7472075	12/30/08
System and method for transmitting voice input from a remote location over a wireless data channel	7634064	12/15/09
Sharing account information and a phone number between personal mobile phone and an in-vehicle embedded phone	7912512	3/22/11
Comprehensive multiple feature telematics system	10910801	8/2/04
Vehicle parking validation system and method	10926687	8/26/04
Method for providing a message-based communications infrastructure for automated call center operation	7391860	6/24/08
Selective security masking within recorded speech	7996230	8/9/11
System and method for balancing agent console load during automated call processing	8023638	9/20/11
System and method for providing a multi-modal communications infrastructure for automated call center operation	8068595	11/29/11
Determination of signal-processing approach based on signal destination characteristics	8175886	5/8/12
System and method for providing an automated call center inline architecture	8204746	6/19/12
System and method for retaining calls into a call center	8306211	11/6/12
System and method for processing out-of-order caller responses during automated call processing	8442209	5/14/13
System and method for efficiently reducing transcription error using hybrid voice transcription	8645136	2/4/14
System and method for managing a dynamic call flow during automated call processing	11893552	8/15/07
System and method for managing customer queuing	12062373	4/3/08
Selective security masking within recorded speech	12462750	8/7/09
System and method for converting a message via a posting converter	12960392	12/3/10
Real-time display of system instructions	8249880	8/21/12
System and method for transmitting voice input from a remote location over a wireless data channel	8379802	2/19/13
Business performance and customer care quality measurement*	7783513	8/24/10

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Selective security masking within recorded speech*	8433915	4/30/13
Selective security masking within recorded speech utilizing speech recognition techniques*	8577684	11/5/13
Audio/video service quality analysis of customer/agent interaction*	10721704	11/25/03

*Security interest assigned to Silicon Valley Bank

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
VOICE TO ACTION	85054387	6/3/10
GUIDED SPEECH IVR	78906334	6/12/06
GUIDED SPEECH IVR	78906330	6/12/06
SELF-SERVICE GUARANTEED	78906323	6/12/06
SPOKEN COMMUNICATIONS	78906317	6/12/06
SPOKEN SYSTEM	78906308	6/12/06
YOUR PEOPLE, OUR TECHNOLOGY, REAL RESULT	78593793	3/23/05
VOICE WORKFLOW	78593782	3/23/05
GOTVOICE	78443281	6/29/04
GOTVOICE	78443229	6/29/04
SPEECHFORMS	78358398	1/27/04
GOTSEARCH	77935132	2/12/10
GOTSEARCH	77932902	2/12/10
WHEN THE CALLER EXPERIENCE MATTERS	77378884	1/23/08
GUIDED SPEECH PLATFORM	77354122	12/17/07
INTELLISIST	76452541	9/25/02