

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300311

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Erik J. Knight		04/01/2014	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Jive Communications, Inc.		
Doing Business As:	COMVOICE		
Street Address:	1275 West 1600 North		
Internal Address:	Suite 100		
City:	Orem		
State/Country:	UTAH		
Postal Code:	84057		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3180693	COMVOICE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8014265782 ext 1238		
Email:	bking@getjive.com		
Correspondent Name:	Benjamin King		
Address Line 1:	1275 West 1600 North		
Address Line 2:	Suite 100		
Address Line 4:	Orem, UTAH 84057		
NAME OF SUBMITTER:	Benjamin L. King		
SIGNATURE:	/Benjamin King/		
DATE SIGNED:	04/03/2014		
Total Attachments: 3			
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OP \$40.00 3180693

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This intellectual property assignment agreement is dated April 1, 2014, and is between WENTCRZ Holdings, LLC., an Arizona limited liability company ("WentCRZ"), Erik J. Knight, an individual (individually, "Knight," and together with WentCRZ, the "Assignor"), and Jive Communications, Inc., a Delaware corporation ("Jive").

WentCRZ was formerly organized at ComVoice Holdings, LLC. WentCRZ and Jive are parties to an asset purchase agreement, dated March 18, 2014 (the "Purchase Agreement"), under which WentCRZ has agreed to sell certain assets, including all intellectual property held by the Assignor, to Jive. Under the Purchase Agreement, the Assignor has agreed to execute any instruments as Jive may reasonably request in order to more effectively transfer the assets to Jive.

The parties therefore agree:

1. **Assignment.** (a) The Assignor hereby irrevocably and unconditionally assigns to Jive:
 - (i) its entire interest in all inventions, original works of authorship, software code, developments, concepts, improvements, designs, discoveries, ideas, whether or not patentable or registerable under copyright or trademark laws, together with all copyrights, trademarks and service marks, trade secrets, patents, design rights, database rights, and all other proprietary or intellectual property rights related to the business of WentCRZ throughout the world;
 - (ii) the right to file for and receive registrations, including any pending or abandoned patent applications, together with any reissue, reexamination, renewal, divisional or continuation thereof;
 - (iii) all claims for damages or other remedies and demands, together with the right to sue and collect any damages, for past, present and future infringement of the Intellectual Property; and
 - (iv) any other right or interest in the foregoing available under applicable law (items i-iv, collectively, the "Intellectual Property").
- (b) The Assignor hereby waives and agrees not to enforce all moral rights and personality rights it may have in the Intellectual Property.

2. **Representations.** The Assignor hereby states that (i) the Assignor exclusively owns all interest in the Intellectual Property, (ii) the Assignor has not granted and will not grant any licenses or other rights to the Intellectual Property to any third party, (iii) the Intellectual Property is free of any encumbrances or restrictions on transfer, (iv) to the Assignor's knowledge, the Intellectual Property that is assigned under this agreement does not infringe the intellectual property rights of any third party, and (v) there are no legal actions, investigations or claims pending or threatened in relation to the Intellectual Property.

3. **Power of Attorney.** If Jive is unable, for any reason, to secure the Assignor's signature on any documents or filings necessary to obtain or perfect Jive's interest in the Intellectual Property, whether because of Assignor's unwillingness or for any other reason, the Assignor hereby irrevocably designates

and appoints Jive and Jive's duly authorized officers and agents as its agents and attorneys-in-fact, to act on its behalf to execute and file any and all applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by the Assignor.

4. **Indemnification.** The Assignor will indemnify Jive, and Jive's officers, directors, shareholders, successors, and assigns, against all damages or other costs they may incur as a result of the breach by Assignor of any of the representations made under this agreement, the Assignor's use of the Intellectual Property prior to the date of this agreement, or the assignor's failure to perform its obligations under this agreement.

5. **Governing Law; Jurisdiction; Venue.** Except to the extent that federal law preempts state law with respect to the matters in this agreement, this agreement will be governed by, be construed in accordance with, the laws of the State of Utah, without regard to its conflicts-of-law provisions. With respect to any dispute arising out of or related to this Agreement, the parties consent to the exclusive jurisdiction of, and venue in, the federal and state courts located in Salt Lake County or Utah County, Utah.

6. **Injunctive Relief.** A breach of this Agreement may result in irreparable harm to Assignee and a remedy at law for any such breach will be inadequate, and in recognition thereof, Assignee will be entitled to injunctive and other equitable relief to prevent any breach or the threat of any breach of this Agreement by Assignor without showing or proving actual damages.

7. **Severability.** If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Agreement.

(Signature page follows)

The parties are signing this agreement on the date stated in the introductory clause.

WENTCRZ HOLDINGS, LLC

By: [Signature]
Erik Knight
CEO

ERIK J. KNIGHT

Signed: [Signature]

JIVE COMMUNICATIONS, INC.

By: [Signature]
John Pope
CEO

State of Arizona)

) ss.:

County of Maricopa)

On this 19th day of MARCH, 2014, personally appeared before me Erik J. Knight, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is a Member of WENTCRZ HOLDINGS, LLC and that this assignment was signed by him on behalf of WENTCRZ HOLDINGS, LLC by authority of its governing documents, and Erik J. Knight acknowledged to me that WENTCRZ HOLDINGS, LLC executed the agreement.

[Signature]
Notary Public

(Notarial Seal)

