

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM304979

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Applied Voice & Speech Technologies, Inc.		06/04/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86100735	TEAMQ	
<b>Serial Number:</b>	85859748	ATOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	858-677-1400		
<b>Email:</b>	susan.reynholds@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	4365 Executive Drive, Suite 1100		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	354271-45		
<b>NAME OF SUBMITTER:</b>	Troy Zander		
<b>SIGNATURE:</b>	/s/ Troy Zander		
<b>DATE SIGNED:</b>	05/19/2014		
<b>Total Attachments: 6</b>			
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## SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Amended and Restated Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and APPLIED VOICE & SPEECH TECHNOLOGIES, 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 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:  
27042 Towne Centre Drive, Suite 220  
Foothill Ranch, CA 92610

Attn: Chief Financial Officer

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: Manager

GRANTOR:

APPLIED VOICE & SPEECH TECHNOLOGIES, INC.

By: 

Title: President & CEO

BANK:

SILICON VALLEY BANK

By: 

Title: Relationship Manager

SCHEDULE A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

SCHEDULE B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Assignment Recorded</u>
Detection of voice inactivity within a sound stream	10770748	2/2/04	Escalate Capital I, L.P., Silicon Valley Bank
Voice-Activated Interactive Multimedia Information Processing System	7177402	2/13/07	Escalate Capital I, L.P., Silicon Valley Bank
VC-to-DTMF Interfacing Systems and Method	7092515	8/15/06	Escalate Capital I, L.P., Silicon Valley Bank
Apparatus and Method for Personalized Call Acknowledgement	7248676	7/24/07	Escalate Capital I, L.P., Silicon Valley Bank
Sound event processing with echo analysis	11096004	3/30/05	Escalate Capital I, L.P., Silicon Valley Bank
Messaging System Configurator	11126624	5/11/05	Escalate Capital I, L.P., Silicon Valley Bank
Template-based electronic message generation using sound input	11454382	6/16/06	Escalate Capital I, L.P., Silicon Valley Bank
Apparatus and method for notification of a party in a telephone conference	10988809	11/15/04	Silicon Valley Bank
Automated natural language inference system	10231552	8/30/02	Silicon Valley Bank
Messaging systems and methods	11747154	5/10/07	Escalate Capital I, L.P.
Remote data acquisition system and method	7174728	2/13/07	Escalate Capital I, L.P.
System for networking attendant and messaging speech systems	7257089	8/14/07	Escalate Capital I, L.P., Silicon Valley Bank
Detection of voice inactivity within a sound stream	12793663	6/3/10	Silicon Valley Bank
Sound event processing with echo analysis	12881175	9/14/10	Silicon Valley Bank
Apparatus and methods for notification of a party in a telephone conference	13283533	10/27/11	Silicon Valley Bank

SCHEDULE C

## Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Assignment Recorded</u>
AVST	78315010	4/26/05	Escalate Capital I, L.P., Silicon Valley Bank
Mobility Messenger	78/267644	6/26/03	Escalate Capital I, L.P., Silicon Valley Bank
Partnerxpress	78387119	3/18/04	Escalate Capital I, L.P., Silicon Valley Bank
Seneca	78292513	12/7/04	Escalate Capital I, L.P., Silicon Valley Bank
Supportxpress	78387123	11/1/05	Escalate Capital I, L.P., Silicon Valley Bank
Xpresscare (block letters)	78387120	7/26/05	Escalate Capital I, L.P., Silicon Valley Bank
AVST UNIFYING COMMUNICATIONS	78941712	7/31/06	Escalate Capital I, L.P., Silicon Valley Bank
LEADXPRESS	78934672	7/21/06	Silicon Valley Bank
Unifying Communications	77120408	3/1/07	Escalate Capital I, L.P., Silicon Valley Bank
NOTIFYEXPRESS	77243685	7/31/07	Escalate Capital I, L.P., Silicon Valley Bank
CALLXPRESS	73720483	4/4/88	Escalate Capital I, L.P., Silicon Valley Bank
UCCONNECT	77823779	9/10/09	Silicon Valley Bank
RECEPTION	75836760	11/4/99	Silicon Valley Bank
ACTIVENET	75707073	5/14/99	Silicon Valley Bank
ACTIVE FAX	75500458	6/11/98	Silicon Valley Bank
VIEWCALL	74365790	3/8/93	Silicon Valley Bank
VIEWMAIL	74365199	3/8/93	Silicon Valley Bank
ACTIVE VOICE	74286771	6/22/92	Silicon Valley Bank
Design mark	74286766	6/22/92	Silicon Valley Bank
REPLAY	74152943	4/1/91	Silicon Valley Bank
REPARTEE	73491271	7/23/84	Silicon Valley Bank
ACTIVE VOICE	73474548	4/9/84	Silicon Valley Bank
ATOM	85859748	2/25/13	Silicon Valley Bank
TEAMQ	86100735	10/24/13	Silicon Valley Bank

SCHEDULE D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date