

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307777

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Next IT Corporation		05/27/2014	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Union Bay Next IT Holdings, LLC		
Street Address:	1910 Fairview Avenue East, Suite 200		
Internal Address:	Attn: Kevin Barber - Managing Director		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98102		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85799184	ALME	
Serial Number:	77500197	HUMAN EMULATION SOFTWARE	
Serial Number:	77437148	ACTIVEAGENT	
Serial Number:	77439103	ACTIVEREVIEW	
Serial Number:	77438494	ACTIVELAB	
Serial Number:	77437337	DISCUSSIONREVIEW	
Serial Number:	77437319	ACTIVECHAT	
Serial Number:	77437209	NEXT IT	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	858-677-1400		
Email:	susan.reynolds@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:	374825-19		

CH \$215.00 85799184

NAME OF SUBMITTER:	Troy Zander
SIGNATURE:	/s/ Troy Zander
DATE SIGNED:	06/16/2014
Total Attachments: 6 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "*Agreement*") is made as of May 27, 2014, by Next IT Corporation, a Washington corporation (the "*Company*"), in favor of UNION BAY NEXT IT HOLDINGS, LLC (the "*Investor*"). Capitalized terms used but not otherwise defined herein have the meanings given to them in that certain Amended and Restated Investment Contract dated as of May 27, 2014 (as amended from time to time, the "*Investment Contract*").

RECITALS

Investor and the Company have executed the Investment Contract that provides for, among other things, (a) the Investor to receive certain payments from the Company in consideration for its initial investment and (b) the execution and delivery of this Agreement for the purpose of granting the Investor a security interest in the Company's intellectual property.

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 Transaction Documents and all other agreements now existing or hereafter arising between the Company and the Investor, the Company hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Transaction Documents, the Company grants and pledges to the Investor a security interest in all of the Company's right, title and interest in, to and under its Collateral that constitutes intellectual property (including without limitation those registered 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 the Investor under the Transaction Documents. The rights and remedies of the Investor with respect to the security interest granted hereby are in addition to those set forth in the Transaction Documents, and those which are now or hereafter available to the Investor as a matter of law or equity. Each right, power and remedy of the Investor provided for herein or in the Transaction 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 the Investor of any one or more of the rights, powers or remedies provided for in this Agreement or any of the other Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Investor, of any or all other rights, powers or remedies.

The Company represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which the Company has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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 the Company:

Attn: Chief Executive Officer

421 W. Riverside Ave
Spokane, Washington 99201

THE COMPANY:

NEXT IT CORPORATION, a Washington corporation

By: Don Reininger

Title: CEO

Address of the Investor:

1910 Fairview Avenue East, Suite 200
Seattle, WA 98102

Attn: Kevin Barber – Managing Director

THE INVESTOR:

UNION BAY NEXT IT HOLDINGS, LLC, a Delaware limited liability company

By Union Bay Capital Partners I, LLC, its managing member

By: Union Bay Capital Management, LLC, its manager

By: Columbia Pacific Advisors, LLC, its manager

By: _____

Title: _____

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 the Company:

Attn: Chief Executive Officer

421 W. Riverside Ave
Spokane, Washington 99201

THE COMPANY:

NEXT IT CORPORATION, a Washington corporation

By: _____

Title: _____

Address of the Investor:

1910 Fairview Avenue East, Suite 200
Seattle, WA 98102

Attn: Kevin Barber – Managing Director

THE INVESTOR:

UNION BAY NEXT IT HOLDINGS, LLC, a Delaware limited liability company

By Union Bay Capital Partners I, LLC, its managing member

By: Union Bay Capital Management, LLC, its manager

By: Columbia Pacific Advisors, LLC, its manager

By: _____

Title: _____
Alexander Washburn
Manager

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Data disambiguation systems and methods	7565368	7/21/09
Methods and systems for enforcing network and computer use policy	7603705	10/13/09
Detecting presence of a subject string in a target string and security agent qualification based on prior behavior by an end user of a computer system	8321958	11/27/12
Automated assistant for customer service representatives	8605895	12/10/13
Active lab	12014229	1/15/08
Apparatus, system, and method for natural language processing	12564546	9/22/09
Leveraging concepts with information retrieval techniques and knowledge bases	12636571	12/11/09
Systems and method for providing distributed intelligent assistance	13271175	10/11/11
Providing variable responses in a virtual-assistant environment	13341261	12/30/11
Systems and methods for automated itinerary modification	13429131	3/23/12
Conversation user interface	13449927	4/18/12
Conversational virtual healthcare assistant	13607414	9/7/12
Human to human conversation analysis	13778824	2/27/13
Data disambiguation systems and methods	7908274	3/15/11
Data disambiguation systems and methods	12505927	7/20/09

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
ALME	85799184	12/10/12
HUMAN EMULATION SOFTWARE	77500197	6/16/08
ACTIVEAGENT	77437148	4/1/08
ACTIVEREVIEW	77439103	4/3/08
ACTIVELAB	77438494	4/2/08
DISCUSSIONREVIEW	77437337	4/1/08
ACTIVECHAT	77437319	4/1/08
NEXT IT	77437209	4/1/08