

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Connectandsell, Inc.		09/11/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Montage Capital II, L.P.		
Street Address:	900 East Hamilton Ave., Suite 100		
City:	Cupertino		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85485448	SALES IS WAR - WHY USE CONVENTIONAL WEAP	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	3-1016		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	06/22/2015		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 11, 2013 by and between Montage Capital II, L.P., a Delaware limited partnership ("Montage") and Partners for Growth IV, L.P., a Delaware limited partnership ("PFG", and together with Montage, the "Lenders") and ConnectAndSell, Inc., a Delaware corporation, formerly known as Nomea, Inc. ("Borrower").

RECITALS

Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lenders and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lenders a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lenders, Borrower grants to Lenders a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto) and 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. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower 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.

[SIGNATURE PAGE FOLLOWS]

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.

BORROWER:

Address of Borrower:

1825 S. Grant Street
San Mateo, CA 944020
Attn: Stu Schmidt, CEO
Fax: _____
Email: _____

CONNECTANDSELL, INC.

By: 

Name: Stu SCHMIDT

Title: President & CEO

LENDERS:

Address of Lenders:

Montage Capital II, L.P.
19925 Stevens Creek Blvd., Suite 100
Cupertino, CA 95014
Attn: Mike Rose
Fax: (408) 973-7213

Montage Capital II, L.P.

By: _____

Name: _____

Title: _____

Partners for Growth IV, L.P.
150 Pacific Avenue
San Francisco, CA 94111
Attn: Chief Financial Officer

Partners for Growth IV, L.P.

By: _____

Name: _____

Title: _____

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1825 S. Grant Street
San Mateo, CA 944020
Attn: Stu Schmidt, CEO
Fax: _____
Email: _____

BORROWER:

CONNECTANDSELL, INC.


By: _____
Name: _____
Title: _____

Address of Lenders:

Montage Capital II, L.P.
19925 Stevens Creek Blvd., Suite 100
Cupertino, CA 95014
Attn: Mike Rose
Fax: (408) 973-7213

LENDERS:

Montage Capital II, L.P.

By: 
Name: MICHAEL J. ROSE
Title: MANAGING DIRECTOR

Partners for Growth IV, L.P.
150 Pacific Avenue
San Francisco, CA 94111
Attn: Chief Financial Officer

Partners for Growth IV, L.P.

By: _____
Name: _____
Title: _____

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BORROWER:

Address of Borrower:

1825 S. Grant Street
San Mateo, CA 944020
Attn: Stu Schmidt, CEO
Fax: _____
Email: _____

CONNECTANDSELL, INC.

By: _____
Name: _____
Title: _____

LENDERS:

Address of Lenders:

Montage Capital II, L.P.
19925 Stevens Creek Blvd., Suite 100
Cupertino, CA 95014
Attn: Mike Rose
Fax: (408) 973-7213

Montage Capital II, L.P.

By: _____
Name: _____
Title: _____

Partners for Growth IV, L.P.
150 Pacific Avenue
San Francisco, CA 94111
Attn: Chief Financial Officer

Partners for Growth IV, L.P.

By: Jason Georgatos
Name: Jason Georgatos
Title: Manager, Partners for Growth IV, LLC
Its General Partner

SCHEDULE A

Copyrights

If None, check this box:

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

SCHEDULE B

Patents


If None, check this box:

<u>Description</u>	<u>Patent / Serial Number</u>	<u>Issue / Application Date</u>
TRANSFER OF LIVE CALLS	11/556,301	03/06/2011
METHOD AND SYSTEM FOR REDUCING A PERCEIVED CALL TRANSFER DELAY BETWEEN A TARGET AND A TALKER	12/330,223	08/08/2012
METHOD AND SYSTEM FOR CONTACTING A PROSPECT OR REQUESTOR IMMEDIATELY AFTER A REQUEST FOR PRODUCT INFORMATION	12/719,731	03/08/2010
DYNAMIC ALLOCATION OF AGENTS FOR OUTBOUND CALLING IN AN AUTOMATED COMMUNICATION LINK ESTABLISHMENT AND MANAGEMENT SYSTEM	13/412,698	03/06/2012
CLOSED LOOP CALLING PROCESS IN AN AUTOMATED COMMUNICATION LINK ESTABLISHMENT AND MANAGEMENT SYSTEM	13/412,715	03/06/2012
CALLING CONTACTS USING A STANDALONE PORTABLE DEVICE WITH AUTOMATIC UPDATES OF THE OUTCOME OF EACH CALL	61/646,486	05/14/2012
INTEGRATING AN AUTOMATED CALLING SYSTEM	61/752,253	01/14/2013
CONTEXTUAL LEAD GENERATION IN AN AUTOMATED COMMUNICATION LINK ESTABLISHMENT AND MANAGEMENT SYSTEM	61/756,295	01/24/2013
SYSTEM AND METHOD FOR AUTOMATIC UPDATE OF CALLS WITH PORTABLE DEVICE	13/894,126	05/14/2013
CONTEXTUAL LEAD GENERATION IN AN AUTOMATED COMMUNICATION LINK ESTABLISHMENT AND MANAGEMENT SYSTEM	8,948,372	02/03/2015

SCHEDULE C

Trademarks

If None, check this box:

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application / Registration Date</u>
CONVERSATIONS ON DEMAND	85753664	10/14/2012
CONVERSATIONS WHEN YOU WANT THEM	85669881	07/05/2012
SALES IS WAR – WHY USE CONVENTIONAL WEAPONS	85485448	12/01/2011
THE END OF DIALING	4127799 85254653	04/17/2012 03/01/2011
CONNECTANDSELL THE END OF DIALING	4127798 85254619	04/17/2012 03/01/2011
	4127796 85254602	04/17/2012 03/01/2011
CONNECTANDSELL	4127800 85254656	04/17/2012 03/01/2011
CONNECTANDSELL	3515334 77372233	01/15/2008 10/14/2008