

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345879

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Speek, Inc.		06/17/2015	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jive Communications, Inc.		
<b>Street Address:</b>	1275 West 1600 North		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Orem		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84057		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85814990	SPEEK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3853090012		
<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>	3852330549		
<b>Email:</b>	bking@jive.com		
<b>Correspondent Name:</b>	Benjamin King		
<b>Address Line 1:</b>	1275 West 1600 North		
<b>Address Line 2:</b>	Suite 100		
<b>Address Line 4:</b>	Orem, UTAH 84057		
<b>NAME OF SUBMITTER:</b>	Benjamin L. King		
<b>SIGNATURE:</b>	/Benjamin L. King/		
<b>DATE SIGNED:</b>	06/25/2015		
<b>Total Attachments: 2</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This intellectual property assignment agreement is dated June 16, 2015, and is between Speek, Inc., a Delaware limited liability company ("Speek") and Jive Communications, Inc., a Delaware corporation ("Jive").

Speek and Jive are parties to an asset purchase agreement, of even date with this agreement, under which Speek has agreed to sell certain assets, including all intellectual property held by Speek, to Jive and it is a condition to the closing of the asset purchase agreement that the parties execute this agreement.

The parties therefore agree as follows:

1. **Assignment.** (a) Speek hereby irrevocably and unconditionally assigns to Jive:
  - (1) 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 Speek throughout the world;
  - (2) 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;
  - (3) 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
  - (4) any other right or interest in the foregoing available under applicable law (items 1-4, collectively, the "Intellectual Property").

(b) Speek hereby waives and agrees not to enforce all moral rights and personality rights it may have in the Intellectual Property.
2. **Representations.** Speek hereby states that (1) Speek exclusively owns all interest in the Intellectual Property, (2) Speek has not granted and will not grant any licenses or other rights to the Intellectual Property to any third party, (3) the Intellectual Property is free of any encumbrances or restrictions on transfer, (4) to Speek's knowledge, the Intellectual Property that is assigned under this agreement does not infringe the intellectual property rights of any third party, and (5) 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 Speek'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, Speek 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 Speek.
4. **Indemnification.** Speek 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 Speek of any of the representations made under this agreement, the use of the Intellectual Property before the date of this agreement, or Speek'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 Delaware, without regard to its conflicts-of-law provisions. With respect to any dispute arising out of this agreement, the parties consent to the exclusive jurisdiction of, and venue in, the federal and state courts located in New Castle County, Delaware.

6. **Injunctive Relief.** A breach of this agreement may result in irreparable harm to Jive and a remedy at law for any such breach will be inadequate, and in recognition thereof, Jive 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.

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

SPEEK, LLC

By: John Bracken  
John Bracken (Jun 17, 2015)

John Bracken  
Manager

John Bracken  
6/24/15

JIVE COMMUNICATIONS, INC.

By: John Pope  
John Pope (Jun 18, 2015)

John Pope  
CEO

State of ) Virginia

) ss.:

County of ) Fairfax

On this 24<sup>th</sup> day of June, 2015, personally appeared before me John Bracken, 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 the Manager of SPEEK, INC. and that this assignment was signed by him on behalf of SPEEK, INC. by authority of its governing documents, and John Bracken acknowledged to me that SPEEK, INC. executed the agreement.

John Pope  
Notary Public

(Notarial Seal)



GUILLERMO ZEPEDA  
NOTARY PUBLIC 7805584  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES JUNE 30, 2018