

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM352133

<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>
LINE2, INC.	FORMERLY TOKTUMI, INC.	07/28/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AVIDBANK		
<b>Street Address:</b>	50 West San Fernando Street, Suite 850		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3514371	TOKTUMI	
<b>Registration Number:</b>	3424803	TOKTUMI	
<b>Registration Number:</b>	3424801	TOKTUMI	
<b>Registration Number:</b>	4026549	LINE2	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6506483802		
<b>Email:</b>	PATTY@PATTYCHENG.COM		
<b>Correspondent Name:</b>	PATTY CHENG		
<b>Address Line 1:</b>	2625 Middlefield Rd., #215		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		
<b>ATTORNEY DOCKET NUMBER:</b>	2-1036		
<b>NAME OF SUBMITTER:</b>	PATTY CHENG		
<b>SIGNATURE:</b>	/s/ Patty Cheng		
<b>DATE SIGNED:</b>	08/20/2015		
<b>Total Attachments: 5</b>			
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OP \$115.00 3514371

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of July 28, 2015 by and between **AVIDBANK**, a California corporation ("**Bank**") and **Line2, Inc.** (formerly known as Toktumi, Inc.), a Delaware corporation ("**Grantor**").

### RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor (as amended from time to time, the "**Loan Agreement**") dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

**NOW, THEREFORE**, Grantor agrees as follows:

### AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

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 the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

230 California Street, Suite 500  
San Francisco, CA 94111-4371  
Attn: Doug Brackbill, President and CEO

LINE2, INC.

By: 

Print Name: Douglas L. Brackbill

Title: CEO

Address of Bank:

50 West San Fernando Street, Suite 850  
San Jose, California 95113  
FAX: 408-200-7399  
Attn: Jon Krogstad

AVIDBANK

By: 

Print Name: DIANA MATTSON

Title: VP

**EXHIBIT A**

**Copyrights**

Please Check Box if No Copyrights Exist ☐

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
Toktumi version 1.0.	TX0006837363	4/28/2008

**EXHIBIT B**

**Patents**

Please Check Box if No Patents Exist ☒

<u>Title</u>	<u>Serial/ Patent Number</u>	<u>Application/ Issue Date</u>
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EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist ☐

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application /Registration Date</u>
TOKTUMI	78973898	3514371	*
TOKTUMI	78979995	3424803	*
TOKTUMI	78979983	3424801	September 13, 2006
LINE2	77726391	4026549	April 30, 2009
LINE2	1457468	TMA810688	October 31, 2011
LINE2	009026139	009026139	October 20, 2010
TOKTUMI	1338896	TMA765694	May 4, 2010
TOKTUMI	005749486	005749486	January 29, 2008

\* indicates dead/cancelled/abandoned trademarks