

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM356782

<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>
Touchcommerce, Inc.		06/07/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hercules Technology II, L.P.		
<b>Street Address:</b>	400 Hamilton Avenue		
<b>Internal Address:</b>	Suite 310		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4328537	TOUCHCOMMERCE	
<b>Registration Number:</b>	4317349	RIGHTTOUCH	
<b>Serial Number:</b>	85609068	CONVERSION AS A SERVICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6504283901		
<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>	6502377235		
<b>Email:</b>	lblakely@gcalaw.com		
<b>Correspondent Name:</b>	Laura Blakely		
<b>Address Line 1:</b>	2570 W. El Camino Real		
<b>Address Line 2:</b>	Suite 510		
<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94040		
<b>NAME OF SUBMITTER:</b>	Laura Blakely		
<b>SIGNATURE:</b>	/Laura Blakely/		
<b>DATE SIGNED:</b>	09/29/2015		
<b>Total Attachments: 5</b>			
source=TouchCommerce IPSA v3 (remove ChatCommerce from exhibit) exec#page1.tif			
source=TouchCommerce IPSA v3 (remove ChatCommerce from exhibit) exec#page2.tif			

OP \$90.00 4328537

source=TouchCommerce IPSA v3 (remove ChatCommerce from exhibit) exec#page3.tif

source=TouchCommerce IPSA v3 (remove ChatCommerce from exhibit) exec#page4.tif

source=TouchCommerce IPSA v3 (remove ChatCommerce from exhibit) exec#page5.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 7, 2013 by and between HERCULES TECHNOLOGY II, L.P. ("Lender") and TOUCHCOMMERCE, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Lender 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 Loan and Security Agreement by and between Lender and Grantor dated of even date herewith (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).

B. Lender is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lender and Grantor, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those 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 (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

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

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.

GRANTOR:

Address of Grantor:

30501 Agoura Hills Road Suite 203  
Agoura Hills, CA 91301

TouchCommerce, Inc.

By: 

Name: Antonio Rodriguez

Title: Chief Financial Officer

LENDER:

Address of Lender:

400 Hamilton Avenue, Suite 310  
Palo Alto, CA 94301  
Attn: Documentation Department

Hercules Technology II, L.P.,  
a Delaware limited partnership

By: Hercules Technology SBIC  
Management, LLC, its General  
Partner

By: Hercules Technology Growth  
Capital, Inc., its Manager

By: 

Name: Ben Bany

Title: Senior Counsel

Exhibit A  
COPYRIGHTS

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

NONE

Exhibit B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
METHODS & SYSTEMS FOR PROVIDING ONLINE CHAT	US 7,861,176B2	12/28/10

Exhibit C

TRADEMARKS

Description	Country	Registration/ Application Number	Registration/ Application Date
TOUCHCOMMERCE	U.S.	4,328,537	4/30/13
RIGHTTOUCH	U.S.	4,317,349	4/9/13
CONVERSION AS A SERVICE	U.S.	85609068	4/26/12
TOUCHCOMMERCE	EU	8230286	12/11/09
RIGHTTOUCH	EU	8228611	1/6/10