

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363613

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LiveOps, Inc.		11/24/2015	CORPORATION: DELAWARE
LiveOps Agent, LLC		11/24/2015	LIMITED LIABILITY COMPANY: DELAWARE
LiveOps Agent Services, LLC		11/24/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Lo Platform Midco, Inc.		
Street Address:	338 Pier Avenue		
City:	Hermosa Beach		
State/Country:	CALIFORNIA		
Postal Code:	90254		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3904894	LIVEWORK	
Registration Number:	3920354	LIVEWORK	
Registration Number:	3605309	THE CALL CENTER HAS LEFT THE BUILDING	
Registration Number:	3404231	LIVEOPS	
CORRESPONDENCE DATA			
Fax Number:	2067577097		
<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:	2067578097		
Email:	seatm@dwt.com, ronrutherford@dwt.com, cindycaditz@dwt.com, michaelamason@dwt.com		
Correspondent Name:	Cindy L. Caditz		
Address Line 1:	1201 Third Avenue, Suite 2200		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	100460-4		
NAME OF SUBMITTER:	Cindy L. Caditz		

CH \$115.00 3904894

SIGNATURE:	/Clndy Caditz/
DATE SIGNED:	11/24/2015
Total Attachments: 15 source=Security Agreement (Executed) (2)#page1.tif source=Security Agreement (Executed) (2)#page2.tif source=Security Agreement (Executed) (2)#page3.tif source=Security Agreement (Executed) (2)#page4.tif source=Security Agreement (Executed) (2)#page5.tif source=Security Agreement (Executed) (2)#page6.tif source=Security Agreement (Executed) (2)#page7.tif source=Security Agreement (Executed) (2)#page8.tif source=Security Agreement (Executed) (2)#page9.tif source=Security Agreement (Executed) (2)#page10.tif source=Security Agreement (Executed) (2)#page11.tif source=Security Agreement (Executed) (2)#page12.tif source=Security Agreement (Executed) (2)#page13.tif source=Security Agreement (Executed) (2)#page14.tif source=Security Agreement (Executed) (2)#page15.tif	

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of November 24, 2015 (as amended, supplemented or otherwise modified from time to time, this “*Agreement*”), made by and among LIVEOPS, INC., a Delaware corporation (“*Seller*”), LIVEOPS AGENT, LLC, a Delaware limited liability company (“*Agent*”), and LIVEOPS AGENT SERVICES, LLC, a Delaware limited liability company (“*Agent Services*”), and together with Seller and Agent, collectively, jointly and severally, the “*Grantor*”), in favor of LO PLATFORM MIDCO, INC., (the “*Secured Party*”).

WHEREAS, on the date hereof, the Secured Party and Seller have entered into an Asset Purchase and Sale Agreement (as amended, supplemented or otherwise modified from time to time, the “*Purchase Agreement*”), pursuant to which Seller has incurred certain indemnity obligations in favor of the Secured Party. Capitalized terms used but not defined herein have the meanings given in the Purchase Agreement;

WHEREAS, Agent and Agent Services will benefit materially from the proceeds of the sale contemplated by the Purchase Agreement and will use such proceeds for their own purposes; and

WHEREAS, Secured Party would not enter into the Purchase Agreement or consummate the transactions contemplated thereby, unless, in support of certain of Seller’s indemnification obligations under the Purchase Agreement, Grantor executes, delivers and performs this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** Unless otherwise specified herein, all references to Sections and Schedules herein are to Sections and Schedules of this Agreement. Unless otherwise defined herein, terms used herein that are defined in the UCC shall have the meanings assigned to them in the UCC. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9. For purposes of this Agreement, the following terms shall have the following meanings:

“*Collateral*” has the meaning set forth in *Section 2*.

“*Event of Default*” means a final non-appealable judgment by a court of competent jurisdiction that Grantor has failed to perform or pay, as applicable, any Secured Obligation.

“*First Priority*” means, with respect to any lien and security interest purported to be created in any Collateral pursuant to this Agreement, such lien and security interest is the most senior lien to which such Collateral is subject (subject only to Permitted Liens).

“*Permitted Liens*” means (i) mechanic’s, materialmen’s, landlord’s and similar liens for amounts not yet due, (ii) liens arising under worker’s compensation, unemployment insurance, social security, retirement and similar legislation, (iii) liens on goods in transit in favor of carriers thereof, in each case arising in the ordinary course of business, (iv) liens for Taxes not yet due and payable, (v) liens for Taxes which are being contested in good faith and by appropriate proceedings, (vi) liens relating to capitalized lease financings or purchase money financings that have been entered into in the ordinary course of business, (vii) easements, rights-of-way, restrictions and other similar encumbrances affecting real property which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary course of business of the applicable Person; (viii) Liens arising from

judgments, decrees or attachments in circumstances not constituting an Event of Default, (ix) Liens affecting the interest of the landlords and licensors (and underlying landlords and licensors of any real property leased, licensed, occupied by Borrower or any of their Subsidiaries; (x) leases, subleases, non-exclusive licenses and sublicenses or other similar use and occupancy agreements granted to other Persons and not interfering in any material respect with the business of the Borrower and their Subsidiaries, taken as a whole; (xi) Liens of a collection bank on items in the course of collection arising under Section 4-208 of the UCC or other normal and customary rights of setoff or banker's liens in favor of banks or other depository institutions arising in the ordinary course of business in connection with Borrower's deposit accounts held at such institutions to secure standard fees for deposit services charged by such institutions; (xii) the title and interests of a lessor or sublessor in and to tangible personal property leased or subleased, in each case extending only to such personal property; (xiii) Liens on premium refunds and insurance proceeds granted in favor of insurance companies (or their financing affiliates) solely in connection with the financing of insurance premiums; (xiv) non-exclusive licenses of intellectual property rights in the ordinary course of business; (xv) precautionary financing statements filed in connection with operating leases; (xvi) liens in favor of Comerica Bank, N.A.; and (xvii) liens to which Seller has consented in writing, whether by execution of a subordination agreement in respect of the other lienholder or otherwise.

"Proceeds" means "proceeds" as such term is defined in section 9-102 of the UCC and, in any event, shall include, without limitation, all dividends or other income from the Collateral, collections thereon or distributions with respect thereto.

"Secured Obligations" has the meaning set forth in *Section 3*.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of Delaware or, when the laws of any other state govern the method or manner of the perfection or enforcement of any security interest in any of the Collateral, the Uniform Commercial Code as in effect from time to time in such state.

2. Grant of Security Interest. The Grantor hereby pledges to the Secured Party, and hereby creates a continuing First Priority lien and security interest in favor of the Secured Party in and to all of its right, title and interest in and to the following, wherever located, whether now existing or hereafter from time to time arising or acquired (collectively, the **"Collateral"**):

(a) all fixtures and personal property of every kind and nature including all accounts (including health-care-insurance receivables), goods (including inventory and equipment), documents (including, if applicable, electronic documents), instruments, promissory notes, chattel paper (whether tangible or electronic), letters of credit, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), securities and all other investment property, commercial tort claims described on Schedule 1 hereof as supplemented by any written notification given by the Grantor to the Secured Party pursuant to *Section 4(e)*, general intangibles (including all payment intangibles), money, deposit accounts, and any other contract rights or rights to the payment of money; and

(b) all Proceeds and products of each of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to the Grantor from time to time with respect to any of the foregoing.

Notwithstanding the foregoing, the Collateral shall not include any such property (i) is nonassignable by its terms without the consent of the licensor thereof or another party (but only to the extent such

prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406 and 9408 of the Code), (ii) the granting of a security interest therein is contrary to applicable law, provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Collateral, or (iii) constitutes the capital stock of a controlled foreign corporation (as defined in the IRC), in excess of sixty-five percent (65%) of the voting power of all classes of capital stock of such controlled foreign corporations entitled to vote. Collateral shall not include “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such “intent to use” trademarks would forfeit Borrower’s rights in such “intent to use” trademarks under applicable law.

3. Secured Obligations. The Collateral secures the due and prompt payment and performance of the obligations of the Grantor from time to time arising under Sections 6.1 and 9.9 of the Purchase Agreement, and any Damages incurred or suffered by Secured Party or any Designated Entity to the extent resulting from, relating to, arising under or constituting any failure to pay or perform any obligation of Grantor arising under Section 6.1 or 9.9 of the Purchase Agreement (all such obligations “*Secured Obligations*”).

4. Perfection of Security Interest and Further Assurances.

(a) The Grantor shall, from time to time, as may be reasonably required by the Secured Party with respect to all Collateral, promptly take all actions as may be reasonably requested by the Secured Party to perfect the security interest of the Secured Party in the Collateral, including, without limitation, with respect to all Collateral over which control may be obtained within the meaning of sections 8-106, 9-104, 9-105, 9-106 and 9-107 of the UCC, as applicable, the Grantor shall promptly take all actions as may be reasonably requested from time to time by the Secured Party so that control of such Collateral is obtained and at all times held by the Secured Party. All of the foregoing shall be at the sole cost and expense of the Grantor. The Grantor shall provide Secured Party with written notice of any deposit or securities account that may be opened by a Grantor.

(a) The Grantor hereby authorizes the Secured Party at any time and from time to time to file in any relevant jurisdiction any financing statements and amendments thereto that contain the information required by Article 9 of the UCC of each applicable jurisdiction for the filing of any financing statement or amendment relating to the Collateral, including any financing or continuation statements or other similar documents for the purpose of perfecting, confirming or continuing the security interest granted by the Grantor hereunder, without the signature of the Grantor where permitted by law, including the filing of a financing statement describing the Collateral as all assets now owned or hereafter acquired by the Grantor, or words of similar effect. The Grantor agrees to provide all information required by the Secured Party in order to make such filings pursuant to this Section promptly to the Secured Party upon request.

(b) The Grantor hereby further authorizes the Secured Party to file with the United States Patent and Trademark Office and the United States Copyright Office (and any successor office and any similar office in any state of the United States or in any other country) this Agreement and other similar documents for the purpose of perfecting, confirming or continuing the security interest granted by the Grantor hereunder, without the signature of the Grantor where permitted by law.

(c) [Reserved].

(d) If the Grantor shall at any time hold or acquire any (i) any promissory notes, tangible chattel paper, negotiable documents or warehouse receipts with a face amount in excess of \$250,000, or (ii) certificated securities, the Grantor shall promptly endorse, assign and deliver the same to the Secured

Party, accompanied by such instruments of transfer or assignment duly executed in blank as the Secured Party may from time to time reasonably requested.

(e) If the Grantor shall at any time hold or acquire a commercial tort claim in excess of \$250,000, the Grantor shall (i) promptly notify the Secured Party in a writing signed by the Grantor of the particulars thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Secured Party and (ii) deliver to the Secured Party an updated Schedule 1.

(f) The Grantor agrees that at any time and from time to time, at the expense of the Grantor, the Grantor will promptly execute and deliver all further instruments and documents, obtain such agreements from third parties, and take all further action, that the Secured Party may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder or under any other agreement with respect to any Collateral.

(g) Schedule 2 sets forth all registered intellectual property owned by Grantor.

(h) Notwithstanding anything herein to the contrary, Grantor may discharge its obligation to deliver to Secured Party any tangible collateral by delivery of the same to Comerica Bank to the extent that, and only for so long as, Comerica Bank has obligated Grantor to deliver such collateral to it. Comerica Bank shall serve as Secured Party's agent for purposes of perfection by possession with respect to any tangible Collateral delivered to Comerica Bank.

(i) Notwithstanding the foregoing, the Grantor shall have discharged its obligation to cause the Secured Party to obtain control to the extent that, and only for so long as, the Grantor shall be obligated to grant Comerica Bank control over any Collateral. Comerica Bank shall serve as Secured Party's agent for purposes of perfection by control with respect to any Collateral for which perfection is accomplished by control and with respect to which Comerica Bank has control.

(j) Schedule 3 sets forth all securities and deposit accounts held by a Grantor.

5. Representations and Warranties. The Grantor represents and warrants as follows:

(a) Each Grantor's exact legal name, organization type, and jurisdiction of organization is as set forth in the preamble hereto, and the Grantor's place of business (or, if more than one, its chief executive office), and its mailing address are set forth in **Section 15**.

(b) The Collateral consisting of securities have been duly authorized and validly issued, and are fully paid and non-assessable and subject to no options to purchase or similar rights. The Grantor holds no commercial tort claims in excess of \$250,000 except as indicated on Schedule 1. None of the Collateral constitutes, or is the proceeds of, (i) farm products or (ii) as-extracted collateral. The Grantor has at all times operated its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and in all material respects with all applicable provisions of federal, state and local statutes and ordinances dealing with the control, shipment, storage or disposal of hazardous materials or substances except as would not reasonably be expected to result in a material adverse effect on the Grantor's business or result in a lien in any of the Collateral.

(c) At the time the Collateral becomes subject to the lien and security interest created by this Agreement, the Grantor will have the right and power to transfer the Collateral and its interest in the Collateral shall be free and clear of any lien, security interest, encumbrance, claim, option or right of

others except for the security interest created by this Agreement and Permitted Liens.

(d) The pledge of the Collateral pursuant to this Agreement creates a valid and perfected First Priority security interest in the Collateral, securing the payment and performance when due of the Secured Obligations.

(e) It has full power, authority and legal right to pledge the Collateral pursuant to this Agreement.

(f) This Agreement has been duly authorized, executed and delivered by the Grantor and constitutes a legal, valid and binding obligation of the Grantor enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and subject to equitable principles (regardless of whether enforcement is sought in equity or at law).

(g) No authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the pledge by the Grantor of the Collateral pursuant to this Agreement or for the execution and delivery of this Agreement by the Grantor or the performance by the Grantor of its obligations hereunder except as have been obtained prior to the date hereof or where the failure to obtain, deliver or perform the same would not reasonably be expected to result in a material adverse effect on Grantor's business.

(h) The execution and delivery of this Agreement by the Grantor and the performance by the Grantor of its obligations thereunder, will not violate in any material respect any material provision of any applicable law or regulation or any order, judgment, writ, award or decree of any court, arbitrator or governmental authority, domestic or foreign, applicable to the Grantor or any of its property, or the organizational or governing documents of the Grantor or any agreement or instrument to which the Grantor is party or by which it or its property is bound.

(i) The Grantor has taken all action required on its part for control (as defined in sections 8-106 and 9-104, and 9-106 of the UCC, as applicable) to have been obtained by the Secured Party over all Collateral with respect to which such control may be obtained pursuant to the UCC (including, without limitation, by delivery of possession to Comerica Bank in accordance with Section 4(h)). No person other than the Secured Party or any person with respect to which Secured Party has entered into a subordination agreement, has control or possession of all or any part of the Collateral the perfection of a security interest in which is accomplished by such control.

(j) Seller holds no Equity Interests other than those in the other Grantors and no such Equity Interests are certificated.

6. Voting, Distributions and Receivables.

(a) The Secured Party agrees that unless an Event of Default shall have occurred and be continuing and the Secured Party shall have delivered notice to Grantor of its intention to suspend such rights, the Grantor may, to the extent the Grantor has such right as a holder of the Collateral consisting of securities, other Equity Interests or indebtedness owed by any obligor, vote and give consents, ratifications and waivers with respect thereto, except to the extent that, any such vote, consent, ratification or waiver would materially and adversely impact the interests of the Secured Party under the Secured Obligations, and from time to time, upon request from the Grantor, the Secured Party shall deliver to the Grantor suitable proxies so that the Grantor may cast such votes, consents, ratifications and waivers.

(b) The Secured Party agrees that the Grantor may, unless an Event of Default shall have occurred and be continuing and the Secured Party shall have delivered notice to Grantor of its intention to suspend such rights, receive and retain all cash dividends and other distributions with respect to the Collateral consisting of securities, other Equity Interests or indebtedness owed by any obligor; provided, however, that Grantor may receive and retain any distributions made for the purposes of paying any federal, state or local taxes regardless of whether an Event of Default shall have occurred.

(c) If any Event of Default shall have occurred and be continuing, the Secured Party may, or at the request and option of the Secured Party the Grantor shall, notify account debtors and other persons obligated on any of the Collateral of the security interest of the Secured Party in any account, chattel paper, general intangible, instrument or other Collateral and that payment thereof is to be made directly to the Secured Party.

7. Covenants. The Grantor covenants as follows:

(a) The Grantor will not, without providing at least 15 days' prior written notice to the Secured Party, change its legal name, identity, type of organization, jurisdiction of organization, corporate structure, location of its chief executive office or its principal place of business or its organizational identification number. The Grantor will, prior to any change described in the preceding sentence, take all actions reasonably requested by the Secured Party to maintain the perfection and priority of the Secured Party's security interest in the Collateral.

(b) The tangible Collateral (other than mobile equipment in the possession of Grantor's employees or agents or inventory in transit), to the extent not delivered to the Secured Party pursuant to **Section 4**, will be kept at locations designated on the signature pages hereto or other locations notified in writing to Secured Party from time to time.

(c) The Grantor shall, at its own cost and expense, defend title to the Collateral and the First Priority lien and security interest of the Secured Party therein against the claim of any person claiming against or through the Grantor except against the holders of Permitted Liens.

(d) The Grantor will not grant, create, permit or suffer to exist any mortgage, pledge, lien, security interest, option, right of first offer, encumbrance or other restriction or limitation of any nature whatsoever on, any of the Collateral or any interest therein other than Permitted Liens.

(e) The Grantor will keep the Collateral in good order and repair (ordinary wear and tear and casualty damage excepted) and will not use the same in violation of any material law or any policy of insurance thereon. The Grantor will permit the Secured Party, or its designee, to, following reasonably prior written notice, inspect the Collateral at any reasonable time during Grantor's normal business hours, wherever located; provided, however, that unless an Event of Default shall have occurred and be continuing, Secured Party shall not conduct more than one such inspection in any twelve month period.

(f) The Grantor will pay promptly when due all taxes, assessments, governmental charges, and levies upon the Collateral or incurred in connection with the use or operation of the Collateral or incurred in connection with this Agreement; provided that such Grantor need not make any payment if the amount or validity of such payment is contested in good faith by appropriate proceedings and is reserved against by Grantor.

(g) The Grantor will continue to operate its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended.

8. Secured Party Appointed Attorney-in-Fact. The Grantor hereby appoints the Secured Party the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time solely following the occurrence and during the continuance of an Event of Default, in the Secured Party's discretion to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement (but the Secured Party shall not be obligated to and shall have no liability to the Grantor or any third party for failure to do so or take action). This appointment, being coupled with an interest, shall be irrevocable.

9. Secured Party May Perform. If the Grantor fails to timely perform any obligation contained in this Agreement, the Secured Party may, following prior written notice to the Grantor, itself perform, or cause performance of, such obligation, and the reasonable documented out-of-pocket expenses of the Secured Party incurred in connection therewith shall be payable by the Grantor; *provided that* the Secured Party shall not be required to perform or discharge any obligation of the Grantor.

10. Reasonable Care. The Secured Party shall have no duty with respect to the care and preservation of the Collateral beyond the exercise of reasonable care and compliance with applicable law. The Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Secured Party accords its own property, it being understood that the Secured Party shall not have any responsibility for (a) ascertaining or taking action with respect to any claims, the nature or sufficiency of any payment or performance by any party under or pursuant to any agreement relating to the Collateral or other matters relative to any Collateral, whether or not the Secured Party has or is deemed to have knowledge of such matters, or (b) taking any necessary steps to preserve rights against any parties with respect to any Collateral. Nothing set forth in this Agreement, nor the exercise by the Secured Party of any of the rights and remedies hereunder, shall relieve the Grantor from the performance of any obligation on the Grantor's part to be performed or observed in respect of any of the Collateral.

11. Remedies Upon Default.

(a) If any Event of Default shall have occurred and be continuing, the Secured Party, without any other notice to or demand upon the Grantor, may assert all rights and remedies of a secured party under the UCC or other applicable law, including, without limitation, the right to take possession of, hold, collect, sell, lease, deliver, grant options to purchase or otherwise retain, liquidate or dispose of all or any portion of the Collateral. If notice prior to disposition of the Collateral or any portion thereof is necessary under applicable law, written notice mailed to the Grantor at its notice address as provided in **Section 15** hereof ten days prior to the date of such disposition shall constitute reasonable notice. So long as the sale of the Collateral is made in a commercially reasonable manner, the Secured Party may sell such Collateral on such terms and to such purchaser(s) as the Secured Party in its absolute discretion may choose, without assuming any credit risk and without any obligation to advertise or give notice of any kind other than that necessary under applicable law. Without precluding any other methods of sale, the sale of the Collateral or any portion thereof shall have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of creditors disposing of similar property. At any sale of the Collateral, if permitted by applicable law, the Secured Party may be the purchaser, licensee, assignee or recipient of the Collateral or any part thereof and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold, assigned or licensed at such sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price of the Collateral or any part thereof payable at such sale. The Grantor hereby waives and releases to the fullest extent permitted by law any right or equity of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling the Collateral and any other security for the Secured Obligations or otherwise. At any such sale, unless prohibited by

applicable law, the Secured Party or any custodian may bid for and purchase all or any part of the Collateral so sold free from any such right or equity of redemption. Neither the Secured Party nor any custodian shall be liable for failure to collect or realize upon any or all of the Collateral or for any delay in so doing, nor shall it be under any obligation to take any action whatsoever with regard thereto. The Secured Party shall not be obligated to clean-up or otherwise prepare the Collateral for sale.

(b) If any Event of Default shall have occurred and be continuing and Secured Party shall have delivered notice to Grantor of its intention to suspend such rights, all rights of the Grantor to (i) exercise the voting and other consensual rights it would otherwise be entitled to exercise pursuant to **Section 6(a)** and (ii) receive the dividends and other distributions which it would otherwise be entitled to receive and retain pursuant to **Section 6(b)**, shall immediately cease, and all such rights shall thereupon become vested in the Secured Party, which shall have the sole right to exercise such voting and other consensual rights and receive and hold such dividends and other distributions as Collateral.

(c) If any Event of Default shall have occurred and be continuing, any cash held by the Secured Party as Collateral and all cash Proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in whole or in part by the Secured Party to the payment of expenses incurred by the Secured Party in connection with the foregoing or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Party hereunder, including reasonable documented out-of-pocket attorneys' fees, and the balance of such proceeds shall be applied or set off against all or any part of the Secured Obligations in such order as the Secured Party shall elect. Any surplus of such cash or cash Proceeds held by the Secured Party and remaining after payment in full of all the Secured Obligations shall be paid over to the Grantor or to whomsoever may be lawfully entitled to receive such surplus. The Grantor shall remain liable for any deficiency if such cash and the cash Proceeds of any sale or other realization of the Collateral are insufficient to pay the Secured Obligations and the fees and other charges of any attorneys employed by the Secured Party to collect such deficiency.

(d) [Reserved].

12. No Waiver and Cumulative Remedies. The Secured Party shall not by any act (except by a written instrument pursuant to **Section 14**), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

13. Security Interest Absolute. The Grantor hereby waives demand, notice, protest, notice of acceptance of this Agreement, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. All rights of the Secured Party and liens and security interests hereunder, and all Secured Obligations of the Grantor hereunder, shall be absolute and unconditional irrespective of:

(a) any change in the time, place or manner of payment of, or in any other term of, the Secured Obligations, or any rescission, waiver, amendment or other modification of the Loan Agreement, this Agreement or any other agreement, including any increase in the Secured Obligations resulting from any extension of additional credit or otherwise;

(b) any taking, exchange, substitution, release, impairment or non-perfection of any Collateral or any other collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for all or any of the Secured Obligations;

(c) any manner of sale, disposition or application of proceeds of any Collateral or any other

collateral or other assets to all or part of the Secured Obligations;

(d) any default, failure or delay, willful or otherwise, in the performance of the Secured Obligations;

(e) any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, the Grantor against the Secured Party; or

(f) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by the Secured Party that might vary the risk of the Grantor or otherwise operate as a defense available to, or a legal or equitable discharge of, the Grantor or any other grantor, guarantor or surety.

14. Amendments. None of the terms or provisions of this Agreement may be amended, modified, supplemented, terminated or waived, and no consent to any departure by the Grantor therefrom shall be effective unless the same shall be in writing and signed by the Secured Party and the Grantor, and then such amendment, modification, supplement, waiver or consent shall be effective only in the specific instance and for the specific purpose for which made or given.

15. Addresses For Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly delivered one Business Day after it is sent by (a) a reputable courier service guaranteeing delivery within one Business Day or (b) telecopy or electronic mail, provided electronic confirmation of successful transmission is received by the sending Party and a confirmation copy is sent on the same day as the telecopy or electronic mail transmission by certified mail, return receipt requested, in each case to the intended recipient as set forth below:

If to Secured Party:

LO Platform Midco, Inc.
c/o Marlin Equity Partners
338 Pier Avenue
Hermosa Beach, CA 90254

Email: RWald@marlinequity.com
Attention: Ryan Wald

Copy to (which shall not constitute notice):

LO Platform Midco, Inc.
c/o Marlin Equity Partners
338 Pier Avenue
Hermosa Beach, CA 90254

Email: rkunold@marlinequity.com
Attention: Robert Kunold, Jr.
General Counsel

and

Davis Wright Tremaine LLP
1201 Third Ave., Suite 2200
Seattle, WA 98101

Email: StuartCampbell@dwt.com
Attention: Stuart C. Campbell

If to Grantor:

LiveOps, Inc.
555 Twin Dolphin Drive, Ste 400
Redwood City, CA 94065

Copies to (which shall not constitute notice):

Goodwin Procter LLP
135 Commonwealth Drive
Menlo Park, CA 94025

Email: pking@liveops.com
Attention: General Counsel

Email: amccusker@goodwinprocter.com
Attention: Anthony McCusker

Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties notice in the manner herein set forth.

16. Continuing Security Interest; Further Actions. This Agreement shall create a continuing First Priority lien and security interest in the Collateral and shall (a) subject to **Section 17**, remain in full force and effect until payment and performance in full of the Secured Obligations, (b) be binding upon the Grantor, its successors and assigns, and (c) inure to the benefit of the Secured Party and its successors, transferees and assigns; *provided that* the Grantor may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Secured Party.

17. Termination; Release. Upon the earliest to occur of (a) the establishment and funding of a Seller Escrow Fund in compliance with Section 9.9(b) of the Purchaser Agreement; or (b) the date that is thirty (30) months from the date of this Agreement; provided, however, that solely with respect to this Section 17(b), should the Secured Party or any Designated Entity assert a claim for indemnification against Grantor in accordance with Section 6.3 of the Purchase Agreement prior to the thirty (30) month anniversary of the date of this Agreement, the Termination Date shall survive until such claim is finally resolved (in being understood that that the security interest granted herein would then secure only the Secured Obligations related to such claim)(the "**Termination Date**"), this Agreement and the security interests and liens granted to Secured Party herein shall automatically and immediately terminate and be released and all rights in the Collateral shall revert to the Grantor. On the date of such termination and from time to time thereafter, the Secured Party will (without recourse and without any representation or warranty), at the request and sole expense of the Grantor, execute and deliver to the Grantor documents, agreements, or instruments acknowledging and evidencing the satisfaction, discharge, release and termination of this Agreement and the security interests and liens granted herein.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware. Sections 10.13, 10.15 and 10.16 are hereby incorporated by reference *mutatis mutandis*.

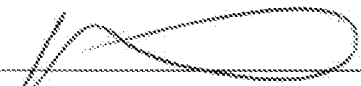
19. Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement constitutes the entire contract among the parties with respect to the subject matter hereof and supersedes all previous agreements and understandings, oral or written, with respect hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

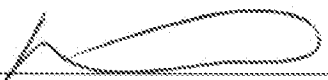
LO PLATFORM MIDCO, INC.

By: _____
Name: _____
Title: _____

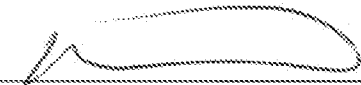
LIVEOPS, INC.

By:  _____
Name: Vasili Triant
Title: Chief Executive Officer

LIVEOPS AGENT SERVICES, LLC

By:  _____
Name: Vasili Triant
Title: Chief Executive Officer

LIVEOPS AGENT, LLC

By:  _____
Name: Vasili Triant
Title: Chief Executive Officer

[Signature Page to Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LO PLATFORM MIDCO, INC.

By: Robb Warwick
Name: Robb Warwick
Title: Secretary

LIVEOPS, INC.

By: _____
Name: Vasili Triant
Title: Chief Executive Officer

LIVEOPS AGENT SERVICES, LLC

By: _____
Name: Vasili Triant
Title: Chief Executive Officer

LIVEOPS AGENT, LLC

By: _____
Name: Vasili Triant
Title: Chief Executive Officer

[Signature Page to Security Agreement]

SCHEDULE 1
COMMERCIAL TORT CLAIMS

NONE.

SCHEDULE 2

REGISTERED INTELLECTUAL PROPERTY

Mark	Country	App. Date	App. No.	Reg. Date	Reg. No.
LIVEWORK	United States	2/10/2009	77/667,811	1/11/2011	3,904,894
LIVEWORK & design	United States	3/4/2009	77/683,788	2/15/2011	3,920,354
THE CALL CENTER HAS LEFT THE BUILDING	United States	5/19/2008	77/478,646	4/14/2009	3,605,309
LIVEOPS - IP	International Agreement (Madrid)	5/3/2007	A0008027	5/3/2007	935606
LIVEOPS - AU	Australia	5/3/2007	935606	5/3/2007	1202348
LIVEOPS - CN	China	5/3/2007	935606	5/3/2007	935606
LIVEOPS - EU	European Community	5/3/2007	935606	5/3/2007	935606
LIVEOPS - IN	India	5/24/2007	1561723	12/22/2010	894922
LIVEOPS - US	United States	12/14/2006	77/064,848	4/1/2008	3,404,231

SCHEDULE 3

DEPOSIT AND SECURITIES ACCOUNTS

Name on Account	Bank	Account Description	Account #
LiveOps, Inc	Comerica Bank	Agent Account	1892725837
LiveOps, Inc	Comerica Bank	Money Market	1892725845
LiveOps, Inc	Comerica Bank	Operating	1892725985
LiveOps, Inc	Comerica Bank	CD	1894886348
LiveOps, Inc	Comerica Bank	CD	385108152948
LiveOps, Inc	Wells Fargo Bank	USD Account	4122241219
LiveOps Agent Services, LLC	Comerica Bank	Agent Pay	1894884392
LiveOps Agent Services, LLC	Comerica Bank	Operating	1894884376
LiveOps Agent Services, LLC	Comerica Bank	Money Market	1894884384
LiveOps, Inc	WestPac AUD	AUD Account	32000732697
LiveOps, Inc	Wells Fargo Bank	GBP Account	88000256
			0315090163907-
LiveOps, Inc	WestPac NZD	NZD Account	00