

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM365145

<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>
ResponseTek Networks Corp.		11/17/2015	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	Royal Bank Plaza, P. O. Box 61		
<b>Internal Address:</b>	Suite 2210, South Tower		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 2J2		
<b>Entity Type:</b>	Banking Association: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4196996	LISTENING PLATFORM	
<b>Registration Number:</b>	4196994	RESPONSETEK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8324088558		
<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>	8323388090		
<b>Email:</b>	tm@fibbelightner.com		
<b>Correspondent Name:</b>	Fibbe Lightner LLP		
<b>Address Line 1:</b>	3733-1 Westheimer, No. 1009		
<b>Address Line 4:</b>	Houston, TEXAS 77027		
<b>NAME OF SUBMITTER:</b>	A. Reagan Fibbe		
<b>SIGNATURE:</b>	/ARFibbe/		
<b>DATE SIGNED:</b>	12/09/2015		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (as i may be amended or modified from time to time, this "**Agreement**"), is entered into as of November 17, 2015, between ResponseTek Networks Corp. (the "**Grantor**") and Comerica Bank (the "**Lender**").

**WITNESSETH:**

**WHEREAS** pursuant to the terms of that certain loan agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") between, *inter alia*, the Grantor and the Lender, the Lender has agreed to extend credit and make certain financial accommodations to the Grantor;

**WHEREAS** pursuant to that certain security agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") between the Grantor and the Lender, the Grantor granted to the Lender a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under all Collateral (as defined in the Security Agreement), including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Obligations (as defined in the Loan Agreement) including the obligations of the Grantor under the Loan Agreement;

**WHEREAS** the parties to the Loan Agreement contemplate and intend that, if an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the Lender shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Loan Agreement in connection with all of the Grantor's right, title and interest in such Trademark Collateral; and

**WHEREAS** pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

**Section 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**Section 2. Grant of Security Interest in Trademarks**

The Grantor hereby grants to the Lender a security interest in all of its right, title and interest in, to and under each of the Grantor's trademarks, including the trademarks listed in Schedule A, in each case whether now owned or hereafter acquired (collectively, the "**Trademark Collateral**").

**Section 3. Security for Obligations**

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Obligations.

**Section 4. Security Agreement**

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

**Section 5. Recordation**

The Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

**Section 6. Miscellaneous**

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.


This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**RESPONSETEK NETWORKS CORP.**

By:   
Name: Syed Hasan  
Title: Director

**LENDER:**

**COMERICA BANK**

By: \_\_\_\_\_  
Name:  
Title:

(Trademark Security Agreement)

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**RESPONSETEK NETWORKS CORP.**

By: \_\_\_\_\_  
Name:  
Title:

**LENDER:**

**COMERICA BANK**

By: Omair Ahmed  
Name: OMER AHMED  
Title: VP

(Trademark Security Agreement)

**SCHEDULE A**

TO

**TRADEMARK SECURITY AGREEMENT**

UNITED STATES TRADEMARKS

No.	Trademark	Status/ App, Reg. Date & No.	Goods and Services	Security interests recorded
1	Listening Platform	<b>Registered</b>  App 11/07/06 App 85/364,728 Reg 2012/08/28 Reg 4,196,996	Computer software for use in customer relationship management.	None
2	ResponseTek	<b>Registered</b>  App 11/07/06 App 85/364,715 Reg 2012/08/28 Reg 4,196,994	Computer software for use in customer relationship management.	None