

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393385

<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>
FIVE9, INC.		08/01/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITY NATIONAL BANK, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	2100 Park Place		
<b>Internal Address:</b>	Suite 150		
<b>City:</b>	El Segundo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90245		
<b>Entity Type:</b>	NATIONAL BANK: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86804339	FIVE9 TRUST	
<b>Registration Number:</b>	4536062	SOCOCARE	
<b>Registration Number:</b>	4542094	SOCOCARE SOCIAL AND COMMUNITY CARE	
<b>Registration Number:</b>	4496192	FIVE9	
<b>Registration Number:</b>	4498899	INAPP	
<b>Registration Number:</b>	4262354	SERVICE IS THE NEW SALES	
<b>Registration Number:</b>	4251081	Q-FREE	
<b>Registration Number:</b>	3119836	FIVE9	
<b>Registration Number:</b>	3171631	INBOUND. OUTBOUND. UNBOUND.	
<b>Registration Number:</b>	3119837	FIVE9	
<b>Registration Number:</b>	3982207	HOLD-FREE	
<b>Registration Number:</b>	3966984	PUTTING A PRETTY FACE ON CUSTOMER SERVIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<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>	858-550-6433		
<b>Email:</b>	jmfitzpatrick@cooley.com		

CH \$315.00 86804339

**Correspondent Name:** JENNIFER FITZPATRICK  
**Address Line 1:** C/O COOLEY LLP  
**Address Line 2:** 4401 EASTGATE MALL  
**Address Line 4:** SAN DIEGO, CALIFORNIA 92121

**ATTORNEY DOCKET NUMBER:** 319000-104

**NAME OF SUBMITTER:** JENNIFER FITZPATRICK

**SIGNATURE:** /JENNIFER FITZPATRICK/

**DATE SIGNED:** 08/01/2016

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 1, 2016 by and between **CITY NATIONAL BANK**, as Administrative Agent (“**Agent**”) for the lenders party to the Loan Agreement (the “**Lenders**”), and **FIVE9, INC.**, a Delaware corporation (“**Grantor**”).

### RECITALS

A. Lenders have agreed to make certain advances and extend certain financial accommodations to Grantor (the “Loans”) in the amounts and in the manner set forth in that certain Loan and Security Agreement by and among Agent, Lenders and Grantor, dated as of the date hereof (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). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant Agent a security interest, for the ratable benefit of the Lenders, in Copyrights, Trademarks and Patents to secure the obligations under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent 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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, 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.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of Agent 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 Agent as a matter of law or equity. Each right, power and remedy of Agent or any 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 Agent or any 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 Agent, 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, as of the date hereof.

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 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:

4000 Executive Parkway, Suite 400  
San Ramon, CA 94583

Attn: Chief Executive Officer

FIVE9, INC.

By: *[Signature]*  
Title: CEO

AGENT:

Address of Agent:

150 California Street, 13th Floor  
San Francisco, CA 94111

With a copy to:

Legal Department  
Attn: Managing Counsel, Credit Unit  
555 S. Flower Street, 18<sup>th</sup> Floor  
Los Angeles, CA 90071

CITY NATIONAL BANK

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

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:

4000 Executive Parkway, Suite 400  
San Ramon, CA 94583

Attn: Chief Executive Officer

**FIVE9, INC.**

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

**AGENT:**

Address of Agent:

150 California Street, 13th Floor  
San Francisco, CA 94111

With a copy to:

Legal Department  
Attn: Managing Counsel, Credit Unit  
555 S. Flower Street, 18<sup>th</sup> Floor  
Los Angeles, CA 90071

**CITY NATIONAL BANK**

By: Alan Jensen  
Title: SVP

**EXHIBIT A**

**Copyrights**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Social Customer Interaction Management Computer Program	TX7-774-392	07/15/13

**EXHIBIT B****PATENTS**

<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue / Application Date</b>
QR Data proxy and protocol gateway	9,280,541	03/08/16
Real Time Feedback Proxy	9,118,763	08/25/15
System and methods for outbound dialing in multi-campaign and blended environment of virtual contact center	8,948,373	02/03/15
Secure customer service proxy portal	8,755,372	06/17/14
System and methods for outbound dialing in multi-campaign and blended environment of virtual contact center	8,699,699	04/15/14
Network predictive customer service queue management	8,693,671	04/08/14
System and method for optimal outbound dialing in virtual contact center	8,582,752	11/12/13
Method for controlling abandonment rate in outbound campaigns	8,411,844	04/02/13
Method for estimation impact of calls in dialer for predictive dialing	8,345,856	01/01/13
System for social care routing, prioritization and agent assistance	13/793,723	03/11/13
System and Method for biometrics based fraud prevention	8,583,498	11/12/13
Trust-based personalized offer portal	12/772,894	05/03/10
Social proxy and protocol gateway	13/604,929	09/06/12
Apparatus, system, and method for automated call initiation	7,734,029	06/08/10
Apparatus, system, and method for automated call imitation	8,184,789	05/22/12
Porous sheet and method for manufacturing the same (ABANDONED)	13/332,519	12/21/11
QR Data proxy and protocol gateway	PCT/US2013/020756	01/09/13
System for social care routing, prioritization and agent assistance	PCT/US2013/57135	08/28/13
Network predictive customer service queue management	PCT/US2012/052330	08/24/12
Social proxy and protocol gateway	PCT/US2012/054245	09/07/12

Universal Virtual Desktop Audio Quality Patent	62/205,864	8/17/2015
Systems and methods for establishing a control channel between a virtualization server and a client drive	15/057,166	03/1/2016
Systems and methods for establishing a control channel between a virtualization server and a client drive	PCT/US216/20162	03/01/2016



**EXHIBIT C**  
**TRADEMARKS**

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
FIVE9 TRUST	86/804,339	10/30/15
SOCOCARE	4,536,062	05/27/14
SOCOCARE SOCIAL AND COMMUNITY CARE	4,542,094	06/03/14
FIVE9	4,496,192	03/11/14
INAPP	4,498,899	03/18/14
SERVICE IS THE NEW SALES	4,262,354	12/18/12
Q-FREE	4,251,081	11/27/12
FIVE9	3,119,836	07/25/06
INBOUND. OUTBOUND. UNBOUND.	3,171,631	11/14/06
FIVE9	3,119,837	07/25/06
HOLD-FREE	3,982,207	06/21/11
PUTTING A PRETTY FACE ON CUSTOMER SERVICE	3,966,984	05/24/11