

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394621

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mattersight Corporation		08/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC.		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4172456	MATTERSIGHT	
Registration Number:	4250756	MATTERSIGHT SEE WHAT MATTERS	
Registration Number:	4250755	MATTERSIGHT SEE WHAT MATTERS	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	054809-0012		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	08/10/2016		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 1, 2016 by and between HERCULES CAPITAL, INC., formerly known as Hercules Growth Technology Capital, Inc., a Maryland corporation ("Agent"), and Mattersight Corporation, a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among the several banks and other financial institutions or entities from time to time parties thereto (collectively, referred to as "Lender"), Agent and Grantor, dated as of August 1, 2016 (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 make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent 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 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 and all other agreements now existing or hereafter arising among Lender, Grantor and Agent, 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 among Lender, Agent and Grantor, Grantor grants and pledges to Agent 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, the "Intellectual Property Collateral"). Notwithstanding the foregoing, the "Intellectual Property Collateral" shall not include (a) any "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, and (b) nonassignable licenses or contracts, which by their terms require 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, 9407 and 9408 of the UCC).

This security interest is granted in conjunction with the security interest granted to Agent 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 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 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.

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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.

Address of Grantor:

200 West Madison Street, Suite 3100
Chicago, IL 60606
Attn: General Counsel and Corporate Secretary

GRANTOR:

MATTERSIGHT CORPORATION

By:  _____

Title: EVF, CVO / Interim CFO _____

Address of Agent:

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

AGENT:

HERCULES CAPITAL, INC.

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.

Address of Grantor:

200 West Madison Street, Suite 3100
Chicago, IL 60606
Attn: General Counsel and Corporate Secretary

GRANTOR:

MATTERSIGHT CORPORATION

By: _____

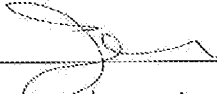
Title: _____

Address of Agent:

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

AGENT:

HERCULES CAPITAL, INC.

By:  _____

Title: *Assistant General Counsel* _____

EXHIBIT A

Copyrights

Number	Date	Title
TXu 1-660-176	12/15/2009	<u>eLoyalty 1A v1.1</u>
TXu 1-309-998	05/26/2006	<u>eLoyalty AE v1.1</u>
TXu 1-311-402	05/26/2006	<u>eLoyalty AE v1.2</u>
TXu 1-309-997	05/26/2006	<u>eLoyalty AE v1.3</u>
TXu 1-660-144	12/15/2009	<u>eLoyalty AE v1.4</u>
TXu1-304-548	05/26/2006	<u>eLoyalty CRS v1.1</u>
TXu1-304-554	05/26/2006	<u>eLoyalty CRS v1.2</u>
TXu 1-303-400	05/26/2006	<u>eLoyalty CRS v1.3</u>
TXu 1-660-177	12/15/2009	<u>eLoyalty CRS v1.4</u>
TXu 1-660-165	12/15/2009	<u>eLoyalty DA v1.1</u>
TXu1-308-019	05/26/2006	<u>eLoyalty Portal v1.1</u>
TXu1-308-018	05/26/2006	<u>eLoyalty Portal v1.2</u>
TXu1-308-017	05/26/2006	<u>eLoyalty Portal v1.3</u>
TXu 1-660-127	12/15/2009	<u>eLoyalty Portal v1.4</u>
TXu 1-660-174	06/15/2010	<u>eLoyalty SC v1.1</u>
TXu 1-903-063	2/4/2014	Resource Location Server
TXu 1-903-064	2/4/2014	Screen Capture Server
TXu 1-903-066	2/4/2014	Real-Time Data Service
TXu 1-903-067	2/4/2014	Portal Main (PHP)
TXu 1-903-068	2/4/2014	File Replication Service
TXu 1-903-070	2/4/2014	File Data Importer
TXu 1-903-075	2/4/2014	File Encryption Service
TXu 1-903-079	2/4/2014	Capture Database Service
TXu 1-903-080	2/4/2014	Predictive Behavioral Routing
TXu 1-903-082	2/4/2014	Analytic Engine
TXu 1-903-083	2/4/2014	Real-Time Bus

Number	Date	Title
TXu 1-903-084	2/4/2014	Notification Server
TXu 1-903-086	2/4/2014	Desktop Analytic Server
TXu 1-903-089	2/4/2014	Desktop Data Forwarder
TXu 1-903-090	2/4/2014	Real-Time Server
TXu 1-903-091	2/4/2014	Real-Time Dashboard
TXu 1-903-093	2/4/2014	Desktop Capture Client
TXu 1-903-095	2/4/2014	Premise Diagnostics
TXu 1-903-096	2/4/2014	Customer Integration Suite
TXu 1-903-097	2/4/2014	Portal Components (C#)
Case # 1-379029371	7/7/2016	Workstyle

EXHIBIT B

Patents

Issued Patents	Jurisdiction	Number	Date Issued
1. Method and system for recording an electronic communication and extracting constituent audio data therefrom	EU	1889257	
2. Optimized predictive routing and methods	U.S.	9,398,157	7/19/16
3. Personality-based intelligent personal assistant system and methods	US	9,390,706	7/12/16
4. Method and system for analyzing a communication by applying a behavioral model thereto	U.S.	9,357,071	5/31/16
5. Personality analysis of mono-recording system and methods	U.S.	9,300,801	3/29/16
6. System for automatically routing a communication	US	9,270,826	2/23/16
7. Predictive video analytics system and methods	US	9,269,374	2/23/16
8. Method and system for selecting and navigating to call examples for playback or analysis	US	9,225,841	12/29/15
9. Methods and system for analyzing multichannel electronic communication data	US	9,191,510	11/17/15
10. Real-time predictive routing	US	9,137,373	9/15/15
11. Real-time predictive routing	US	9,137,372	9/15/15
12. Method and system for automatically routing a telephonic communication	US	9,124,701	9/1/15
13. Optimized predictive routing and methods	US	9,106,748	8/11/15
14. Optimized predictive routing and methods	US	9,083,804	7/14/15
15. Methods and system for analyzing multichannel electronic communication data	US	9,083,801	7/14/15
16. Method and system for automatically routing a telephonic communication	US	8,983,054	3/17/15
17. Method and system for automatically routing a telephonic communication	US	8,891,754	11/18/14
18. Real-time predictive routing	US	8,867,733	8/21/14
19. Method and system for analyzing a communication by applying a behavioral model thereto	US	8,781,102	7/15/14
20. Method and system for automatically routing a telephonic communication based on analytic attributes associated with prior telephonic communication	US	8,718,262	5/6/14
21. Methods and systems for determining segments of a telephonic communication between a customer and a contact center to classify each segment of the	US	8,611,523	12/17/13

Issued Patents	Jurisdiction	Number	Date Issued
communication, assess negotiations, and automate setup time calculation			
22. Method and system for analyzing separated voice data of a telephonic communication between a customer and a contact center by applying a psychological behavioral model thereto	US	8,594,285	11/26/13
23. Methods and systems for verifying typed objects or segments of a telephonic communication between a customer and a contact center	US	8,170,195	5/1/12
24. Method and system for analyzing separated voice data of a telephonic communication between a customer and a contact center by applying a psychological behavioral model thereto	US	8,094,803	1/10/12
25. Method and software for training a customer service representative by analysis of a telephonic interaction between a customer and a contact center	US	8,094,790	1/10/12
26. Method and system for analyzing separated voice data of a telephonic communication to determine the gender of the communicant	US	8,078,464	12/13/11
27. Method and system determining the complexity of a telephonic communication received by a contact center	US	8,023,639	9/20/11
28. Method and system for analyzing separated voice data of a telephonic communication between a customer and a contact center by applying a psychological behavioral model thereto	US	7,995,717	8/9/11
29. Method and system for aggregating and analyzing data relating to a plurality of interactions between a customer and a contact center and generating business process analytics	US	7,869,586	1/11/11

Patent Applications	Number	Application Date
1. Dynamic predictive routing and methods	15/211955	7/7/16
2. Trend identification and behavioral analytics system and methods	15/071,037	3/15/16
3. Method and system for analyzing multichannel communication data	14/808,092	7/24/15
4. Systems and methods for analyzing coaching comments	13/912,918	6/7/13
5. Methods and apparatus for identifying fraudulent callers	13/673,187	11/9/12
6. Systems and methods for evaluating job candidates	13/963,646	8/9/13
7. Predictive analytic systems and methods	14/045,968	10/4/13
8. Online classroom analytic system and methods	14/046,019	10/4/13
9. Weighted promoter score analytics system and methods	14/078,184	11/12/13

Patent Applications	Number	Application Date
10. Customer-based interaction prediction methods and system	14/049,152	10/8/13
11. Customer-based interaction prediction methods and system	13/782,522	3/1/13
12. Personality-based chatbot and methods	15/187521	7/22/16
13. Essay analytics system and methods	14/286,653	5/23/14
14. Method and system for generating a responsive communication	15/166,773	5/27/16
15. Predictive video analytics system and methods	14/996,913	1/15/16
16. Distress analysis of mono-recording system and methods	15/046,635	2/18/16
17. Real time predictive routing	14/818,082	8/4/15
18. Method and system for automatically routing a telephonic communication	14/974,586	12/18/15
19. Methods and apparatus for identifying fraudulent callers	14/591,768	1/7/15
20. Quality assurance analytics systems and methods	14/731,018	6/4/15
21. Method and system of searching communications for playback or analysis	14/960,194	12/4/15
22. Methods and systems for determining and displaying business relevance of telephonic communications between customers and a contact center	12/286,169	9/29/08
23. Method and system for monitoring contact center performance	12/079,827	3/28/08

EXHIBIT C

Trademarks

Reg./Ser. No.	Date	Mark
U.S. Reg. No. 4172456	Reg. Date 07/10/2012	MATTERSIGHT
U.S. Reg. No. 4250756	Reg. Date 11/27/2012	MATTERSIGHT SEE WHAT MATTERS and Design (B&W)
U.S. Reg. No. 4250755	Reg. Date 11/27/2012	MATTERSIGHT SEE WHAT MATTERS and Design (Color Claimed)
U.S. Ser. No. 86576875	App. Date 03/26/2015	CHEMISTRY OF CONVERSATION
U.S. Ser. No. 86979249	App. Date 03/26/2015	CHEMISTRY OF CONVERSATION