

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM395604

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hercules Technology II, L.P.		08/16/2016	Limited Partnership:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Touchcommerce, Inc.		
<b>Street Address:</b>	30501 Agoura Hills Road, Suite 203		
<b>City:</b>	Agoura Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91301		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</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>Registration Number:</b>	3427417	CHATCOMMERCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6504936811		
<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>	650-461-6125		
<b>Email:</b>	qlu@wsgr.com		
<b>Correspondent Name:</b>	WSGR, c/o Qui Lu, Senior Paralegal		
<b>Address Line 1:</b>	650 Page Mill Road		
<b>Address Line 2:</b>	FH2-1 P12		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	24043.167		
<b>NAME OF SUBMITTER:</b>	Qui Lu		
<b>SIGNATURE:</b>	/Qui Lu/		
<b>DATE SIGNED:</b>	08/18/2016		
<b>Total Attachments: 5</b>			

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TERMINATION AND RELEASE OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this "Termination"), dated as of August 16, 2016, is executed by HERCULES TECHNOLOGY II, L.P. ("Lender"), and in favor of TOUCHCOMMERCE, INC., a Delaware corporation ("Company"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreement (defined below).

RECITALS

A. Pursuant to that certain Intellectual Property Security Agreement, dated as of June 7, 2013 (the "Security Agreement"), executed by Company in favor of Lender, Company granted to Lender a security interest in the IP Collateral (defined below).

B. The Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on September 29, 2015, at Reel/Frame 036686/0208, to evidence the security interest granted under the Security Agreement.

C. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on September 29, 2015, at Reel/Frame 5633/0212, to evidence the security interest granted under the Security Agreement.

D. Lender agrees to terminate and release its security interest in the IP Collateral specified below and to file this Termination with respect to such release of its security interest as herein provided.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender hereby agrees as follows:

(a) Lender expressly terminates and releases all of Company's right, title and interest in, to and under the following (collectively, the "IP Collateral"):

(i) 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.

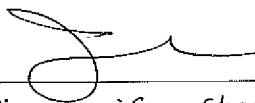
(b) Lender represents and warrants that it has the full power and authority to execute this Termination.

(c) Lender authorizes and requests the Trademark and Patent Divisions of the United States Patent and Trademark Office and the United States Copyright Office to record this Termination.

[Signature Page Follows]

IN WITNESS WHEREOF, Lender has executed and delivered this Termination as of the day and year first above written.

**HERCULES TECHNOLOGY II, L.P.**



Name: Jennifer Choe

Title: Assistant General 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

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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
CHATCOMMERCE	U.S.	3,427,417	5/13/08
TOUCHCOMMERCE	EU	8230286	12/11/09
RIGHTTOUCH	EU	8228611	1/6/10