

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433110

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INTERACTIONS LLC		06/29/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	275 GROVE STREET		
<b>Internal Address:</b>	SUITE 2-200		
<b>City:</b>	NEWTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02466		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3965227	UNDERSTANDING ENABLED	
<b>Registration Number:</b>	4248289	HUMANTOUCH	
<b>Registration Number:</b>	5049031	CURO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4750		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F171093		
<b>NAME OF SUBMITTER:</b>	Andrew Nash		
<b>SIGNATURE:</b>	/Andrew Nash/		
<b>DATE SIGNED:</b>	06/29/2017		

OP \$90.00 3965227

**Total Attachments: 10**

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## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of June 29, 2017 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and **INTERACTIONS LLC**, a Delaware limited liability company, with its principal place of business located at 31 Hayward Street, Suite E, Franklin, Massachusetts 02038 ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and **INTERACTIONS CORPORATION**, a Delaware corporation (jointly and severally, individually and collectively "Borrower") (the "Loans") in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and between Bank 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). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in the Intellectual Property Collateral (as defined below) to secure the Obligations.

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

### AGREEMENT

1. Grant of Security Interest. To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include: (a) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law); and (b) 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, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when 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.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

7. Amended and Restated Agreement. This Agreement amends and restates, and replaces, that certain Intellectual Property Security Agreement dated as of December 15, 2014, between Grantor and Bank, as amended.

[Signature page follows.]

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:

INTERACTIONS LLC

By: Joseph P. Gildera  
Title: SVP Finance & Administration

BANK:

SILICON VALLEY BANK

By: [Signature]  
Title: VP

EXHIBIT A

Copyrights

List of titles:

- 001 Intent analyst scoring system.
- 002 Intent analyst dispute/training technique.
- 003 Intent analyst self-directed break management system.
- 004 Intent analyst training system.
- 005 Human assisted ASR tuning.
- 006 iRouter.
- 007 Master resource scheduler (MRS)
- 008 iAgent.
- 009 iAgent manager.
- 010 Conversation handler.
- 011 Prompt factory.
- 012 iMonitor.
- 013 iApprover.
- 014 iReporter.
- 015 iScream.
- 016 Standard script modules (phone capture, payment capture and processing, address capture, telephone troubleshooting, other industry and CRM generic blocks)
- 017 iAdmin.
- 018 Review server.
- 019 Workflow server.
- 020 AimStatBot.
- 021 XML scripts.
- 022 Source code.
- 023 DemoManager.
- 024 iSim.
- 025 Data commander.
- 026 Cell test framework.
- 027 iQueue.

028 Interactions service bus.

029 Fuzzy name capture.

030 Warhammer.

031 G3.



EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Conference call management system	8223944	7/17/2012
Automated speech recognition proxy system for natural language understanding	8484031	7/9/2013
Apparatus and method for processing service interactions	8484042	7/9/2013
Automated speech recognition system for natural language understanding	8560321	10/15/2013
Apparatus and method for processing service interactions	8626520	1/7/2014
Apparatus and method for processing service interactions	7606718	10/20/2009
Apparatus and method for processing service interactions	8332231	12/11/2012
Method of active learning for automatic speech recognition	8990084	3/24/2015
System and method for standardized speech recognition infrastructure	9053704	6/9/2015
System and method for recognizing speech with dialect grammars	9082405	7/14/2015
Methods, apparatus and articles of manufacture to manage routing in networks	9083606	7/14/2015
System and method for processing speech	9112972	8/18/2015
System and method for audibly presenting selected text	9117445	8/25/2015
Voice over IP based voice biometric authentication	9118671	8/25/2015
System and method for unsupervised and active learning for automatic speech recognition	9147394	9/29/2015
System and method for enhancing voice-enabled search based on automated demographic identification	9189483	11/17/2015
Automated speech recognition proxy system for natural language understanding	9245525	1/26/2016
System and method for standardized speech recognition infrastructure	9336773	5/10/2016
System and method for processing speech	9350862	5/24/2016
System and method for recognizing speech with dialect grammars	9361880	6/9/2015

System and method for targeting tuning of a speech recognition system	9368111	6/14/2016
Transparent voice registration and verification method and system	936577	6/14/2016
System and method for unsupervised and active learning for automatic speech recognition	9378732	6/28/2016
System and method for pronunciation modeling	9431011	8/30/2016
System and method for configuring voice synthesis based on environment	9460703	10/4/2016
Automated recognition system for natural language understanding	9472185	10/18/2016
System and method for audibly presenting selected text	9558737	1/31/2017
Voice over IP based biometric authentication	9614841	4/4/2017
METHODS, APPARATUS AND ARTICLES OF MANUFACTURE TO MANAGE ROUTING IN NETWORKS	14/734448	6/9/2015
VOICE OVER IP BASED BIOMETRIC AUTHENTICATION	14/805334	11/19/2015
System And Method For Enhancing Voice-Enabled Search Based On Automated Demographic Identification	14/877709	10/7/2015
Automated Speech Recognition Proxy System for Natural Language Understanding	14/958833	12/3/2015
SYSTEM AND METHOD FOR UNSUPERVISED AND ACTIVE LEARNING FOR AUTOMATIC SPEECH RECOGNITION	15/169271	5/31/2016
Apparatus and Method for Processing Service Interactions	14/136003	12/20/2013
Automated Recognition System for Natural Language Understanding	15/251868	8/30/2016
REAL-TIME TRANSCRIPTION	12/618742	11/15/2009

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
UNDERSTANDING ENABLED	3965227	5/24/2011
HUMANTOUCH	4248289	11/27/2012
CURO	5049031	9/27/2016

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

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