

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439246

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONVERSOCIAL (UK) LTD		08/11/2017	Limited Liability Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Columbia Lake Partners Growth Lending I (Luxco) S.à.r.l.		
Street Address:	9A Boulevard Prince Henri		
City:	Luxembourg City		
State/Country:	LUXEMBOURG		
Postal Code:	L-1724		
Entity Type:	Société à responsabilité limitée: LUXEMBOURG		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4940268	SOCIALFIRST	
Registration Number:	4252642	CONVERSOCIAL	
Registration Number:	4252641	CONVERSOCIAL	
Registration Number:	4252640	CONVERSOCIAL	
Registration Number:	4252639	CONVERSOCIAL	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutmansanders.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 5200		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	248840.000006		
NAME OF SUBMITTER:	Christopher Close		
SIGNATURE:	/Christopher Close/		
DATE SIGNED:	08/14/2017		

CH \$140.00 4940268

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**Agreement**”) is entered into as of August 11, 2017 by and between COLUMBIA LAKE PARTNERS GROWTH LENDING I (LUXCO) S.À.R.L., a Société à responsabilité limitée with its Siège social at 9A Boulevard Prince Henri, L-1724 Luxembourg, as the lender in accordance with the terms of the Loan Agreement (as hereinafter defined) (“**Lender**”) and CONVERSOCIAL (UK) LTD, a limited liability company organized under the laws of England & Wales (“**Grantor**”).

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “**Loans**”), which Loans are guaranteed by Grantor and CONVERSOCIAL INC., a Delaware corporation (“**US Guarantor**”), to CONVERSOCIAL LIMITED, a limited liability company organized under the laws of England & Wales (“**UK Obligor**”), in the amounts and manner set forth in that certain Term Loan Facility Agreement by and among Lender, UK Obligor, US Guarantor and Grantor of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”); terms defined therein being used herein as therein defined). Lender is willing to make the Loans to UK Obligor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Intellectual Property Collateral (as such term is defined below) to secure the obligations of Grantor under the Loan Agreement.

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

1. **Grant of Security Interest.** To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender 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 or 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 (as defined in the Uniform Commercial Code, as the same may, from time to time, be enacted and in effect in the State of New York) of the foregoing.

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 Lender.

3. Finance Documents. This security interest is granted in conjunction with the security interest granted to Lender under the Security Documents executed in connection with the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Documents and the other Finance Documents, and those which are now or hereafter available to Lender as a matter of law or equity, and nothing in this Agreement shall be deemed to limit such rights and remedies. Each right, power and remedy of Lender provided for herein or in the Security Documents or any of the Finance 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 Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Documents or any of the other Finance Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies. This Agreement shall terminate simultaneously with the termination of the Loan Agreement pursuant to the terms thereof.

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.

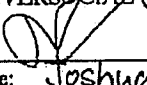
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the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

[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:

CONVERSOCIAL (UK) LTD

By: 
Name: Joshua March Cowan
Title: CEO

LENDER:

COLUMBIA LAKE PARTNERS GROWTH
LENDING I (LUXCO) S.À.R.L.

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

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:

CONVERSOCIAL (UK) LTD

By: _____
Name: _____
Title: _____

LENDER:

COLUMBIA LAKE PARTNERS GROWTH
LENDING I (LUXCO) S.A.R.L.

By:  _____
Name: **Gren Carr-Jones**
Title: **Manager**

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description	Registration Number	Application Number
None Identified		

EXHIBIT B

Patents

Description	Application Number	Registration Number
None Identified		

EXHIBIT C

Trademarks

Description	Serial Number	Registration Number
SOCIALFIRST		4,940,268 (04/19/2016)
CONVERSOCIAL		4,252,642 (12/04/2012)
CONVERSOCIAL		4,252,641 (12/04/2012)
CONVERSOCIAL		4,252,640 (12/04/2012)
CONVERSOCIAL		4,252,639 (12/04/2012)

EXHIBIT D

Mask Works

Description	Application	Registration
None Identified		