

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450544

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CALLFIRE, INC.		11/07/2017	Corporation:
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4832334	CALLFIRE	
Registration Number:	4832335	CALLFIRE	
Registration Number:	3674687	CLUB TEXTING	
Registration Number:	3549352	EZ TEXTING	
Serial Number:	87518439	CALLFIRE	
Serial Number:	87518431	CALLFIRE	
Serial Number:	86849433	ANSWERINTELLIGENCE	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	919-314-3086		
Email:	diligencereview@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	NICHOLAS NANCE		
SIGNATURE:	/NICHOLAS NANCE-EPD/		

CH \$190.00 4832334

DATE SIGNED:	11/10/2017
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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 7, 2017 by and between PACIFIC WESTERN BANK ("Bank") and CALLFIRE, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make a term loan and revolving loans to Grantor in the amount and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor and MESSAGING SERVICES COMPANY, LLC, a Texas limited liability company, dated of even date herewith (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. Bank is willing to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (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, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies. Notwithstanding the foregoing, in the event of any conflict between this Intellectual Property Security Agreement and the Loan Agreement, the Loan Agreement shall control.

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.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officer thereunto duly authorized as of the first date written above.

Address of Grantor:

1410 2nd Street, Suite 200
Santa Monica, CA 90401

GRANTOR:

CALLFIRE, INC.

By: 

Title: 

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

BANK:

PACIFIC WESTERN BANK

By: 

Title: 

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Putting Texting to the Test: 50 Fantastic Uses of SMS Text Messaging	TX0007053182	03/27/09

EXHIBIT B

PATENTS

<u>Description</u>	<u>Patent or Serial Number</u>	<u>Issue or Filing Date</u>
CENTRALIZED PARAMETER MANAGEMENT SYSTEM	62/546,961	08/17/17
COMMUNICATION MANAGEMENT SYSTEM	62/535,681	07/21/17
DENIAL OF SERVICE DETECTION AND CIRCUMVENTION SYSTEM	62/542,991	08/09/17
METHOD AND SYSTEM FOR GENERATING DIGITAL EVENTS FOR ANALOG PHONE SYSTEMS	14/514,126	10/14/14

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CALLFIRE	4,832,334	10/13/15
CALLFIRE and Design	4,832,335	10/13/15
CLUB TEXTING	3,674,687	08/25/09
EZ TEXTING	3,549,352	12/23/08
CALLFIRE	87/518,439	07/06/17
CALLFIRE	87/518,431	07/06/17
ANSWERINTELLIGENCE	86/849,433	12/15/15

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