

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450766

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of IP Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Venture Finance, L.P.		11/07/2017	Limited Partnership:
RECEIVING PARTY DATA			
Name:	Bearcub Acquisitions LLC		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85251857	HUMANTOUCH	
Serial Number:	85122573	UNDERSTANDING ENABLED	
CORRESPONDENCE DATA			
Fax Number:	6504739194		
<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:	6502893060		
Email:	legal@htgc.com		
Correspondent Name:	Hercules Capital, Inc.		
Address Line 1:	400 Hamilton Avenue, Suite 310		
Address Line 4:	Palo Alto, CALIFORNIA 94301		
NAME OF SUBMITTER:	Maritess Escalante		
SIGNATURE:	/Maritess Escalante/		
DATE SIGNED:	11/13/2017		
Total Attachments: 42			
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ASSIGNMENT OF IP SECURITY AGREEMENT

This ASSIGNMENT OF IP SECURITY AGREEMENT (this “Assignment”), dated as of November 7, 2017, is by and between Ares Venture Finance, L.P. (“Ares”), acting in its capacity as agent, and Bearcub Acquisitions LLC (“Bearcub”).

RECITALS:

WHEREAS, Interactions, LLC, as “Grantor”, and Ares are parties to that Security Agreement (Intellectual Property) dated as of June 16, 2015 (the “IP Security Agreement”), pursuant to which Grantor granted to Ares a security interest in all of its right, title and interest in, to Trademarks (as defined in the IP Security Agreement);

WHEREAS, the Trademarks were recorded with the United States Patent and Trademark Office on June 24, 2015; and

WHEREAS, pursuant to that Asset Purchase Agreement, dated as of November 1, 2017, by and between Ares Capital Corporation and Bearcub Acquisitions LLC, Ares has assigned to Bearcub all of its rights, remedies, duties and other obligations under, among other documents, the IP Security Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ares hereby assigns and transfers to Bearcub and its successors and assigns, all of its rights, title and interest in and to the IP Security Agreement and the Trademarks.

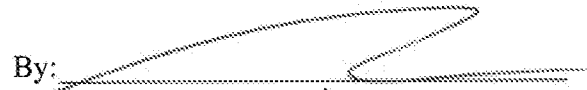
This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, Ares and Bearcub have caused this Assignment to be duly executed as of the date first above written.

ARES:

Ares Venture Finance, L.P.
By: Ares Venture Finance GP, LLC,
its General Partner

By: 
Name: Scott Lem
Title: Authorized Signatory

BEARCUB:

BEARCUB ACQUISITIONS LLC

By: Melanie Grace

Name: Melanie Grace

Title: General Counsel

**SECURITY AGREEMENT
(INTELLECTUAL PROPERTY)**

This SECURITY AGREEMENT (INTELLECTUAL PROPERTY) (this "Security Agreement"), dated as of June 16, 2015, is entered into by and between Interactions LLC, a Delaware limited liability company (the "Grantor"), and Ares Venture Finance, L.P., as administrative agent for the benefit of the Lenders (as defined below) (in such capacity, "Agent").

A Pursuant to that certain Loan and Security Agreement, No. V15103 dated as of June 16, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and between Ares Capital Corporation and Ares Venture Finance, L.P., as lenders (in such capacity, "Lenders"), and Grantor and Interactions Corporation, a Delaware corporation and parent of Grantor, as borrowers, Lenders agreed to extend loans and other financial accommodations to Grantor upon the terms and subject to the conditions set forth therein.

B. Pursuant to the Loan Agreement Grantor agreed to deliver to Agent this Security Agreement duly executed by Grantor.

AGREEMENT

In consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby agrees with Agent as follows:

1. Definitions and Interpretation. When used in this Security Agreement, the following terms shall have the following respective meanings:

"Agent" has the meaning given to that term in the introductory paragraph hereof.

"Collateral" has the meaning given to that term in Section 2 hereof.

"Copyright Office" means the United States Copyright Office or any successor office or agency thereto.

"Copyrights" has the meaning given to that term in Attachment 1 hereto.

"Grantor" has the meaning given to that term in the introductory paragraph hereof.

"Lenders" has the meaning given to that term in Recital A hereof.

"Loan Agreement" has the meaning given to that term in Recital A hereof.

"Patent and Trademark Office" means the United States Patent and Trademark Office or any successor office or agency thereto.

"Patent Applications" means all applications made by, or on behalf of, Grantor to the Patent and Trademark Office or to any similar office or agency of any foreign country or political subdivision thereof for the registration of Patents.

"Patent Registrations" means all Patents registered with the Patent and Trademark Office or with any similar office or agency of any foreign country or political subdivision thereof and all Patent Applications.

"Patents" has the meaning given to that term in Attachment 1 hereto.

"Secured Obligations" means the Borrower's Liabilities (as defined in the Loan Agreement).

“Security Agreement” means this Security Agreement (Intellectual Property) and all exhibits and schedules hereto, as the same may from time to time be amended, modified, supplemented or restated.

“Trade Secrets” has the meaning given to that term in Attachment 1 hereto.

“Trademarks” has the meaning given to that term in Attachment 1 hereto.

“UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Agent’s security interest in any collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “UCC” means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection of priority and for purposes of definitions related to such provisions.

Unless otherwise defined herein, all other capitalized terms used herein and defined in the Loan Agreement shall have the respective meanings given to those terms in the Loan Agreement, and all terms defined in the UCC shall have the respective meanings given to those terms in the UCC.

2. Grant of Security Interest. Grantor hereby grants to Agent, as security for the full, prompt, complete and final payment when due (whether at stated maturity, by acceleration or otherwise) and prompt performance and observance of all of the Secured Obligations, and in order to induce the Agent to enter into the Loan Agreement, a security interest in and to all of Grantor’s right, title and interest in, to and under the property described in Attachment 1 hereto, whether now owned or hereafter acquired (collectively, the “Collateral”), which Attachment 1 is incorporated herein.

3. Representations and Warranties. Grantor represents and warrants to Agent as follows:

(a) Grantor has good and valid rights in, title to or leasehold interests in each item of the Collateral pledged by Grantor hereunder (or, in the case of after-acquired Collateral, at the time Grantor acquires rights in such after-acquired Collateral pledged by Grantor hereunder). No other Person has (or, in the case of after-acquired Collateral, at the time Grantor acquires rights therein, will have) any right, title, claim or interest (by way of lien, purchase option or otherwise) in, against or to the Collateral, other than Permitted Liens.

(b) Agent has (or in the case of after-acquired Collateral, at the time Grantor acquires rights therein, will have) a first priority perfected security interest in the Collateral, subject to Permitted Liens; provided, however, that Agent must file a financing statement with the Delaware Secretary of State describing the Collateral to perfect its security interest in Grantor’s Patents and Trademarks and also make the filings with the Patent and Trademark Office or Copyright Office contemplated by this Security Agreement to perfect its security interest in Grantor’s Patents, Trademarks or Copyrights registered with such offices.

(c) Grantor has full corporate power and corporate authority to grant the security interest herein granted.

(d) Grantor has (or in the case of after acquired Collateral, at the time Grantor acquires rights therein, will have) the sole, full and, subject to Permitted Liens, unencumbered right, title and interest in and to (i) each of the Trademarks described in Schedule A to Attachment 1 hereto for the goods and services covered by the registrations or applications thereof, (ii) each of the Patents described in Schedule B to Attachment 1 hereto, and (iii) each of the Copyrights described in Schedule C to Attachment 1 hereto. The registrations for such Trademarks and Patents are valid and enforceable and in full force and effect and none of the Patents have been abandoned or dedicated. According to the records of the Copyright Office, such Copyrights are valid and enforceable and in full force and effect.

(e) Grantor does not own any Patents, Trademarks or Copyrights registered in, or the subject of pending applications in, the Patent and Trademark Office or the Copyright Office, other than those described in Schedules A, B and C to Attachment 1 hereto.

(f) No claim has been made by any third party in writing and remains unresolved alleging that any of the issued Patents, Trademarks or Copyrights material to Borrower's business is invalid and unenforceable or violates or may violate the rights of any Person.

(g) Grantor has obtained from each of its employees, officers, directors and consultants who may be considered the inventor of patentable inventions (invented within the scope of such Person's relationship with Grantor) an assignment to such Grantor of all rights to such inventions, including Patents.

(h) Grantor has taken all commercially reasonable steps to protect the secrecy and the validity under applicable law of all material Trade Secrets.

4. Covenants of the Grantor. Grantor hereby agrees as follows:

(a) Grantor, at the Grantor's expense, shall promptly procure, execute and deliver to Agent all documents, instruments and agreements and perform all acts which are necessary and which Agent may reasonably request, to establish, maintain, preserve, protect and perfect the Collateral, the security interest granted to Agent therein and the first priority of such lien (subject to Permitted Liens) or to enable Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the preceding sentence, Grantor shall (i) execute all notices of security interest for each relevant type of intellectual property in forms suitable for filing with the Patent and Trademark Office or the Copyright Office, as applicable, substantially in the form of Attachment 2 hereto or other forms reasonably acceptable to Agent as reasonably requested by Agent and (ii) take all commercially reasonable steps in any proceeding before the Patent and Trademark Office, the Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to diligently prosecute or maintain, as applicable, each application and registration of the Patents, Trademarks and Copyrights, including filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that the failure to prosecute or maintain or the dedication, abandonment or invalidation thereof is permitted hereunder, or unless Grantor in the exercise of its prudent business judgment deems the failure to prosecute or maintain or the dedication, abandonment or invalidation to be commercially reasonable).

(b) Grantor shall not use any Collateral or permit any Collateral to be used in violation of (i) any provision of the Loan Agreement, this Security Agreement or any Other Agreements, (ii) any applicable governmental rule or contractual obligation, or (iii) any policy of insurance covering the Collateral.

(c) Grantor shall appear in and use commercially reasonable efforts to defend any action or proceeding which may affect Agent's security interest in the Collateral. Grantor shall also appear in and use commercially reasonable efforts to defend any action or proceeding which may affect its title to the Collateral (except to the extent that Grantor in the exercise of its prudent business judgment deems the failure to defend any such action or proceeding to be commercially reasonable).

(d) Grantor shall keep accurate and complete records of the Collateral and shall permit Agent to examine and make copies of such records and provide such reports and information relating to the Collateral as Agent may reasonably request from time to time to the extent required under the Loan Agreement.

(e) Grantor will not do any act, or omit to do any act, whereby the Trademarks may become abandoned or dedicated and shall notify Agent promptly if it knows of any reason or has reason to know that any such Trademark may become abandoned or dedicated, unless Grantor, in the exercise of its prudent business judgment, deems the abandonment or dedication of any such Trademark to be commercially reasonable. Grantor will not do any act, or omit to do any act, whereby the Patents or Patent Registrations may become abandoned or dedicated and shall notify Agent promptly if it knows of any reason or has reason to know that any such Patent Registration may become abandoned or dedicated, unless Grantor, in the exercise of its prudent business judgment, deems the abandonment or dedication of any such Patent to be commercially reasonable. Grantor will not do any act or omit to do any act, whereby the Copyrights may become abandoned or dedicated unless Grantor, in the exercise of its prudent business judgment, deems the abandonment or dedication of any such Copyright to be commercially reasonable, and shall notify Agent promptly if it knows of any reason or has reason to know that any such Copyright may become abandoned or dedicated.

(f) Grantor will promptly notify Agent upon the filing, either by Grantor or through any agent, employee, licensee or designee, of (i) an application for the registration of any Patent, Trademark, or Copyright with the Patent and Trademark Office or the Copyright Office or any similar office or agency in any other country or any political subdivision thereof, (ii) any assignment of any Patent or Trademark, which Grantor may acquire from a third party, with the Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, or (iii) any assignment of any Copyright, which Grantor may acquire from a third party, with the Copyright Office or any similar office or agency in any other country or any political subdivision thereof.

(g) Grantor shall and shall cause its employees and licensees to (i) use proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, (ii) maintain consistent standards of quality in its manufacture of products sold under the Trademarks or provision of services in connection with the Trademarks, and (iii) take all commercially reasonable steps necessary to protect the secrecy and the validity under applicable law of all material Trade Secrets.

(h) Grantor shall maintain with each employee or consultant who may have access to the Trade Secrets of Grantor an agreement by which such employee or consultant agrees not to disclose such Trade Secrets and with each employee or consultant who may be the inventor of patentable inventions (invented within the scope of their employment or consulting relationship) an invention assignment agreement requiring such employee or consultant to assign all rights to such inventions, including, patents and patent applications, to Grantor and, with respect to employees or consultants located in the United States, further requiring such employee or consultant to cooperate fully with Grantor and its counsel in the prosecution of any patent application or in any litigation involving the invention, whether such cooperation is required during such employee's employment or such consultant's relationship with Grantor or after the termination thereof.

5. Authorized Action by the Agent. After the occurrence and during the continuance of an Event of Default, Grantor hereby irrevocably appoints Agent as its attorney-in-fact and agrees that Agent may perform (but Agent shall not be obligated to and shall incur no liability to Grantor or any third party for failure so to do) any act which Grantor is obligated by this Security Agreement to perform, and to exercise such rights and powers as Grantor might exercise with respect to the Collateral, including, without limitation, the right to (a) collect by legal proceedings or otherwise and endorse, receive and receipt for all royalties, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral; (b) insure, process, preserve and enforce the Collateral; (c) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral; (d) pay any indebtedness of Grantor relating to the Collateral; and (e) execute UCC financing statements and other documents, instruments and agreements required hereunder. Such power of attorney shall expire immediately upon payment and performance in full of the Secured Obligations (other than contingent indemnification and reimbursement obligations). Grantor agrees that such care as Agent gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in Agent's possession so long as Agent complies with Section 9-207 of the Uniform Commercial Code; provided, however, that Agent shall not be required to make any presentment, demand or protest, or give any notice and need not take any action to preserve any rights against any prior party or any other Person in connection with the Secured Obligations or with respect to the Collateral.

6. Default and Remedies. Grantor shall be deemed in default under this Security Agreement upon the occurrence and during the continuance of an Event of Default. In addition to all other rights and remedies granted to Agent by this Security Agreement, the Loan Agreement, the Other Agreements, the UCC and other applicable governmental rules, Agent may, upon the occurrence and during the continuance of any Event of Default, exercise any one or more of the following rights and remedies in accordance with applicable law: (a) collect, receive, appropriate or realize upon the Collateral or otherwise foreclose or enforce the Agent's security interests in any or all Collateral in any manner not prohibited by applicable governmental rules or in this Security Agreement; (b) notify any or all licensees of Collateral to make payments thereon directly to Agent; (c) sell, license or otherwise dispose of any or all Collateral at one or more public or private dispositions, whether or not such Collateral is present at the place of sale, for cash or credit or future delivery, on such commercially reasonable terms and in such commercially reasonable manner as Agent may determine; (d) upon five (5) Business Days' prior notice to Grantor, direct Grantor not to make any further use of the Patents, the Trademarks (or any mark similar thereto), or the Copyrights (or any work deriving therefrom); (e) upon five (5) Business Days' prior notice to Grantor, license,

whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Patents, Trademarks or Copyrights, throughout the world for such term or terms, on such conditions, and in such manner, as permitted under applicable law; (f) enforce (and upon notice to Grantor have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of Grantor in, to and under any one or more license agreements with respect to the Collateral (without assuming any obligations or liability thereunder), and take or refrain from taking any action under any thereof; and (g) in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Collateral, pursuant to the authority granted in Section 5, execute and deliver on behalf of Grantor, upon five (5) Business Days' prior notice to Grantor, one or more instruments of assignment of the Patents, Trademarks or Copyrights (or any application or registration thereof), in form suitable for filing, recording or registration in any country.

7. **Application of Proceeds.** After and during the continuance of an Event of Default, the proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be applied by Agent to the Secured Obligations then due in any manner whatsoever as Agent shall choose in its sole and absolute discretion.

8. **Indemnification and Release.**

(a) Grantor assumes all responsibility and liability arising from its use of the Patents, Trademarks and Copyrights, and Grantor hereby agrees to indemnify and hold Agent and its directors, officers, employees, agents and any of its respective Affiliates ("Indemnitees") harmless from and against any third party claim, suit, loss, damage or reasonable documented out-of-pocket expense (including reasonable documented out-of-pocket attorneys' fees and expenses) arising out of or in connection with (i) any alleged infringement by Grantor of any patent, trademark, service mark, trade name, trade secret or copyright of a third party or alleged defect in any product manufactured, promoted or sold by Grantor (or any Affiliate of Grantor) in connection with any Patent, Trademark or Copyright, (ii) the manufacture, promotion, labeling, sale or advertisement of any product or service by Grantor (or any Affiliate of Grantor) and (iii) any claim, suit or proceeding related to any Collateral instituted by Grantor (other than claims against Indemnitees) or in which Grantor participates.

(b) To the extent expressly required under Section 5.6 of the Loan Agreement, Grantor agrees to cause Agent to be named as an additional insured with respect to any policy of insurance held by Grantor from time to time, if any, covering product liability or intellectual property infringement risk.

(c) Nothing contained in this Section 8 shall, however, be deemed to require Grantor to indemnify or hold harmless any Indemnitee from or against any losses, costs, suits, expenses, claims or damages to the extent determined by a court of competent jurisdiction to have arisen from any Indemnitee's gross negligence or willful misconduct.

9. **Miscellaneous.**

(a) Notices. Except as otherwise specified herein, all notices, requests, demands, consents, instructions or other communications to or upon Grantor or Agent under this Security Agreement shall be given as provided in Section 9.1 of the Loan Agreement.

(b) Partial Invalidity. If at any time any provision of this Security Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Security Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

(c) Headings. The section headings and captions appearing in this Security Agreement are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Security Agreement.

(d) No Waiver; Cumulative Remedies. Agent shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder or under the Loan Agreement or the Other Agreements, nor shall any single or partial exercise of any right or remedy hereunder or thereunder on any

one or more occasions preclude the further exercise thereof or the exercise of any other right or remedy hereunder or thereunder. The rights and remedies hereunder provided or provided under the Loan Agreement or the Other Agreements are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law or by any of the Other Agreements. None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Grantor and Agent. Unless otherwise specified in any such waiver or consent, a waiver or consent given hereunder shall be effective only in the specific instance and for the specific purpose for which given.

(e) Time is of the Essence. Time is of the essence for the performance of each of the terms and provisions of this Security Agreement.

(f) Reinstatement. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's property and assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(g) Termination of this Security Agreement. Subject to Section 9(f), this Security Agreement shall terminate upon the later to occur of the full, complete and final payment of the Secured Obligations (other than contingent indemnification and reimbursement obligations) and the termination of Agent's commitments under the Loan Agreement.

(h) Successors and Assigns. This Security Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor, and shall, together with the rights and remedies of Agent hereunder, inure to the benefit of Agent and its successors and assigns except that Grantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of Agent. Any assignment or transfer in violation of the foregoing shall be null and void.

(i) Amendment, Etc. No amendment, modification, supplement, extension, termination or waiver of any provision of this Security Agreement, no approval or consent thereunder, and no consent to any departure by Grantor therefrom, may in any event be effective unless in writing signed by Agent and Grantor, and then only in the specific instance and for the specific purpose given and any such amendment, modification, supplement, extension, termination or waiver shall be binding upon Agent and Grantor; and, without the approval in writing of Agent and Grantor (as applicable), no amendment, modification, supplement, termination, waiver or consent may be effective as to the matters set forth in the Loan Agreement, including, without limitation, the release of Grantor.

(j) ENTIRE AGREEMENT. THIS SECURITY AGREEMENT REPRESENTS THE COMPLETE AND FINAL AGREEMENT AMONG GRANTOR AND AGENT AND SUPERSEDES ALL PRIOR AGREEMENTS, WRITTEN OR ORAL, ON THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF SUCH PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN OR AMONG GRANTOR AND AGENT.

(k) Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws and decisions of the State of New York without reference to conflicts of law rules.

(l) Counterparts. This Security Agreement may be executed in any number of identical counterparts, any set of which signed by all the parties hereto shall be deemed to constitute a complete, executed original for all purposes. Transmission by telecopier of an executed counterpart of this Security Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.


(m) Grantor's Continuing Liability. Notwithstanding any provision of this Security Agreement or any Other Agreement or any exercise by Agent of any of its rights hereunder or thereunder (including, without limitation, any right to collect or enforce any Collateral), (i) Grantor shall remain liable to perform its obligations and duties in connection with the Collateral and (ii) Agent shall not assume or be considered to have assumed any liability to perform such obligations and duties or to enforce any of Grantor's rights in connection with the Collateral.

(n) Additional Provisions. Grantor hereby acknowledges and agrees that the jury trial waiver, consent to jurisdiction and other provisions in Sections 9.13 and 9.14 of the Loan Agreement apply to this Security Agreement and are incorporated herein as though set forth in full.

IN WITNESS WHEREOF, this Security Agreement has been duly executed as of the day and year first above written.

GRANTOR:

INTERACTIONS LLC

By: 
Name: Michael B. Faebucca
Title: CEO

AGENT:

ARES VENTURE FINANCE, L.P.

BY: ARES VENTURE FINANCE, GP, LLC, ITS GENERAL PARTNER

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Security Agreement has been duly executed as of the day and year first above written.

GRANTOR:

INTERACTIONS LLC

By: _____
Name: _____
Title: _____

AGENT:

**ARES VENTURE FINANCE, L.P.
BY: ARES VENTURE FINANCE, GP, LLC, ITS GENERAL
PARTNER**

By: _____
Name: Scott Lem
Title: Authorized Signatory

ATTACHMENT 1
TO SECURITY AGREEMENT

All right, title and interest of Grantor, whether now owned or hereafter acquired, in and to the following property (collectively, the "Collateral"):

(a) All trademarks, trade names, trade styles and service marks, and all prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, all registrations and recordings thereof, including, (i) all applications, registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by Grantor, including those described in Schedule A to this Attachment 1, which Schedule A is incorporated herein by this reference, and (ii) all reissues, extensions or renewals thereof and all licenses thereof (collectively, the "Trademarks");

(b) All patentable inventions, patent rights, shop rights, letters patent of the United States or any foreign country, all right, title and interest therein and thereto, and all registrations and recordings thereof, including (i) all Patent Registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, all whether now owned or hereafter acquired by Grantor, including those described in Schedule B to this Attachment 1, which Schedule B is incorporated herein by this reference, and (ii) all reissues, continuations, continuations-in-part or extensions thereof and all licenses thereof (collectively, the "Patents");

(c) All copyrights including, without limitation, (i) all original works of authorship fixed in any tangible medium of expression, all right, title and interest therein and thereto, and all registrations and recordings thereof, including all applications, registrations and recordings in the Copyright Office or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by Grantor, including those described on Schedule C to this Attachment 1, which Schedule C is incorporated herein by this reference, and (ii) all extensions or renewals thereof and all licenses thereof (collectively, the "Copyrights");

(d) All goodwill of Grantor's business symbolized by the Trademarks and all customer lists and other records of Grantor relating to the distribution of products or provision of services bearing or covered by the Trademarks;

(e) All proprietary information, including formulas, patterns, compilations, programs, devices, methods, techniques or processes, that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other Persons who can obtain economic value from its disclosure or use, all whether now owned or hereafter acquired by Grantor (collectively, the "Trade Secrets");

(f) All claims by Grantor against any Person for past, present or future infringement of the Patents, Trademarks, Copyrights or Trade Secrets; and

(g) All proceeds of the foregoing (including whatever is receivable or received when Collateral or proceeds is (are) sold, collected, exchanged, licensed or otherwise disposed of, whether such disposition is voluntary or involuntary, including rights to payment and return premiums and insurance proceeds under insurance with respect to any Collateral, and all rights to payment with respect to any cause of action affecting or relating to the Collateral).

Notwithstanding anything to the contrary herein, the Collateral shall not include (a) any intent-to-use trademark application at any 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 trademark would affect Grantor's rights to such trademarks under to applicable law, (b) any contract, license or general intangible to which Grantor is a party if and to the extent such contract, license or general intangible is subject to express contractual provisions prohibiting the creation of a security interest in the right, title or interest of Grantor therein and/or such creation would, in and of itself, cause or result in a breach or default thereunder enabling another party to such contract, license or general intangible to terminate the same or enforce material remedies thereunder; except in each case to the extent that (x) such prohibition has been waived or such other party has otherwise consented to the creation hereunder of a security interest in such contract, license or general intangible or (y) such prohibition would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of Article 9 of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity and provided, further, that immediately upon the ineffectiveness, lapse or termination of any such prohibiting provision, Grantor shall be deemed to have granted a security interest in, all its rights, title and interest in and to such contract, license or general intangible as if such provision had never been in effect, or (c) any other property excluded from the Collateral under Section 5.1 of the Loan Agreement.

**SCHEDULE A
TO ATTACHMENT 1
TO SECURITY AGREEMENT**

TRADEMARKS AND TRADEMARK APPLICATIONS

US TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Serial No.	Registration No.	Status
HUMANTOUCH	85251857	4248289	Registered
UNDERSTANDING ENABLED	85122573	3965227	Registered

**SCHEDULE B
TO ATTACHMENT 1
TO SECURITY AGREEMENT**

PATENTS AND PATENT APPLICATIONS¹

US PATENTS AND PATENT APPLICATIONS

FILE #	TITLE	SERIAL #	FILING DATE	PATENT NUMBER	ISSUE DATE	STATUS
28151-28436/US	Method of Active Learning for Automatic Speech Recognition	14176439	Feb 10, 2014			Allowed
28151-18387/US	Apparatus and Method for Processing Service Interactions	10839536	May 5, 2004	7606718	Oct 20, 2009	Issued
28151-18511/US	Apparatus and Method for Processing Service Interactions	12551864	Sep 1, 2009	8332231	Dec 11, 2012	Issued
28151-18513/US	Conference Call Management System	12618743	Nov 15, 2009	8223944	Jul 17, 2012	Issued
28151-17643/US	Automated Speech Recognition System for Natural Language Understanding	12985174	Jan 5, 2011	8560321	Oct 15, 2013	Issued
28151-18469/US	Automated Speech Recognition Proxy System For Natural Language Understanding	13070865	Mar 24, 2011	8484031	Jul 9, 2013	Issued
28151-22373/US	Apparatus and Method for Processing Service Interactions	13708264	Dec 7, 2012	8484042	Jul 9, 2013	Issued
28151-23908/US (T)	Apparatus and Method for Processing Service Interactions	13935230	Jul 3, 2013	8626520	Jan 7, 2014	Issued

¹ NTD: Interactions to confirm that exhibits reflect updated patent list.

FILE #	TITLE	SERIAL #	FILING DATE	PATENT NUMBER	ISSUE DATE	STATUS
28151-28413/US	Apparatus and Method for Phonetically Screening Predetermined Character Strings	09742779	Dec 20, 2000	6804650	Oct 12, 2004	Issued
28151-28415/US	Systems and Methods for Extracting Meaning from Multimodal Inputs Using Finite-State Devices	09904252	Jul 12, 2001	6868383	Mar 15, 2005	Issued
28151-28422/US	System and Method for Providing a Compensated Speech Recognition Model for Speech Recognition	09966259	Oct 1, 2001	7451085	Nov 11, 2008	Issued
28151-28424/US	System and Method for Configuring Voice Synthesis	10162932	Jun 5, 2002	7305340	Dec 4, 2007	Issued
28151-28429/US	System and Method of Providing Conversational Visual Prosody for Talking Heads	10173184	Jun 17, 2002	7136818	Nov 14, 2006	Issued
28151-28431/US	System and Method of Handling Problematic Input During Context-Sensitive Help for Multi-Modal Dialog Systems	10326629	Dec 19, 2002	7177816	Feb 13, 2007	Issued
28151-28434/US	Method of Active Learning for Automatic Speech Recognition	10329139	Dec 24, 2002	7146987	Dec 12, 2006	Issued
28151-28445/US	Method and Apparatus for Automatically Building Conversational	10742466	Dec 19, 2003	7660400	Feb 9, 2010	Issued

FILE #	TITLE	SERIAL #	FILING DATE	PATENT NUMBER	ISSUE DATE	STATUS
	Systems					
28151-28439/US	System and Method for Unsupervised and Active Learning for Automatic Speech Recognition	10742854	Dec 23, 2003	7533019	May 12, 2009	Issued
28151-28437/US	System and Method for Blending Synthetic Voices	10755141	Jan 8, 2004	7454348	Nov 18, 2008	Issued
28151-28477/US	Voice Over IP Based Biometric Authentication	10902085	Jul 30, 2004	7254383	Aug 7, 2007	Issued
28151-28481/US	System and Method for Targeted Tuning Module of a Speech Recognition System	10917233	Aug 12, 2004	7580837	Aug 25, 2009	Issued
28151-28485/US	System and Method for Optimizing Prompts for Speech-Enabled Applications	10942605	Sep 16, 2004	7043435	May 9, 2006	Issued
28151-28414/US	Apparatus and Method for Phonetically Screening Predetermined Character Strings	10946259	Sep 21, 2004	7337117	Feb 26, 2008	Issued
28151-28416/US	Systems and Methods for Extracting Meaning from Multimodal Inputs Using Finite-State Devices	10970215	Oct 21, 2004	7295975	Nov 13, 2007	Issued
28151-28489/US	System and Method for Speech Recognition-Enabled Automatic Call Routing	11005494	Dec 6, 2004	7242751	Jul 10, 2007	Issued

FILE #	TITLE	SERIAL #	FILING DATE	PATENT NUMBER	ISSUE DATE	STATUS
28151-28430/US	System and Method of Providing Conversational Visual Prosody for Talking Heads	11458282	Jul 18, 2006	8131551	Mar 6, 2012	Issued
28151-28435/US	Method of Active Learning for Automatic Speech Recognition	11549395	Oct 13, 2006	8650033	Feb 11, 2014	Issued
28151-28490/US	System and Method for Speech Recognition-Enabled Automatic Call Routing	11809817	Jun 1, 2007	7720203	May 18, 2010	Issued
28151-28478/US	Voice Over IP Based Biometric Authentication	11769469	Jun 27, 2007	7995995	Aug 9, 2011	Issued
28151-28487/US	System and Method for Facilitating Call Routing Using Speech Recognition	11834520	Aug 6, 2007	7653549	Jan 26, 2010	Issued
28151-28449/US	System and Method of Generating Responses to Text-Based Messages	11857036	Sep 18, 2007	8082151	Dec 20, 2011	Issued
28151-28417/US	Systems and Methods for Extracting Meaning from Multimodal Inputs Using Finite-State Devices	11904085	Sep 26, 2007	8103502	Jan 24, 2012	Issued
28151-28425/US	System and Method for Configuring Voice Synthesis	11924682	Oct 26, 2007	7624017	Nov 24, 2009	Issued
28151-28452/US	Transparent Voice Registration and Verification Method and System	12182182	Jul 30, 2008	8077836	Dec 13, 2011	Issued

FILE #	TITLE	SERIAL #	FILING DATE	PATENT NUMBER	ISSUE DATE	STATUS
28151-28469/US	System and Method for Audibly Presenting Selected Text	12257994	Oct 24, 2008	8239201	Aug 7, 2012	Issued
28151-28423/US	System and Method for Providing a Compensated Speech Recognition Model for Speech Recognition	12264700	Nov 4, 2008	7996220	Aug 9, 2011	Issued
28151-28438/US	System and Method for Blending Synthetic Voices	12264622	Nov 4, 2008	7966186	Jun 21, 2011	Issued
28151-28459/US	System and Method for Pronunciation Modeling	12328407	Dec 4, 2008	8073693	Dec 6, 2011	Issued
28151-28466/US	Method and Apparatus for Managing Routing in a Network	12339989	Dec 19, 2008	7911976	Mar 22, 2011	Issued
28151-28456/US	System and Method for Recognizing Speech with Dialect Grammars	12343057	Dec 23, 2008	8635068	Jan 21, 2014	Issued
28151-28440/US	System and Method for Unsupervised and Active Learning for Automatic Speech Recognition	12414587	Mar 30, 2009	8024190	Sep 20, 2011	Issued
28151-28482/US	System and Method for Targeted Tuning of a Speech Recognition System	12503586	Jul 15, 2009	8401851	Mar 19, 2013	Issued
28151-28426/US	System and Method for Configuring Voice Synthesis	12607362	Oct 28, 2009	8086459	Dec 27, 2011	Issued

FILE #	TITLE	SERIAL #	FILING DATE	PATENT NUMBER	ISSUE DATE	STATUS
28151-28462/US	System and Method for Standardized Speech Recognition Infrastructure	12618371	Nov 13, 2009	8374867	Feb 12, 2013	Issued
28151-28472/US	System and Method for Training Adaptation-Specific Acoustic Models for Automatic Speech Recognition	12633334	Dec 8, 2009	8600749	Dec 3, 2013	Issued
28151-28488/US	System and Method for Facilitating Call Routing Using Speech Recognition	12634434	Dec 9, 2009	8112282	Feb 7, 2012	Issued
28151-28446/US	Method and Apparatus for Automatically Building Conversational Systems	12644393	Dec 22, 2009	8175230	May 8, 2012	Issued
28151-28491/US	System and Method for Processing Speech	12750792	Mar 31, 2010	8306192	Nov 6, 2012	Issued
28151-28473/US	System and Method for Enhancing Voice-Enabled Search Based on Automatic Demographic Identification	12888012	Sep 22, 2010	8401853	Mar 19, 2013	Issued
28151-28475/US	System and Method for Combining Speech Recognition Outputs From a Plurality of Domain-Specific Speech Recognizers via Machine Learning	12895359	Sep 30, 2010	8812321	Aug 19, 2014	Issued

FILE #	TITLE	SERIAL #	FILING DATE	PATENT NUMBER	ISSUE DATE	STATUS
28151-28467/US	Methods, Apparatus and Articles of Manufacture to Manage Routing in Networks	13026948	Feb 14, 2011	8451754	May 28, 2013	Issued
28151-28479/US	Voice Over IP Based Biometric Authentication	13171600	Jun 29, 2011	8615219	Dec 24, 2013	Issued
28151-28441/US	System and Method for Unsupervised and Active Learning for Automatic Speech Recognition	13236167	Sep 19, 2011	8155960	Apr 10, 2012	Issued
28151-28418/US	Systems and Methods for Extracting Meaning from Multimodal Inputs Using Finite-State Devices	13291427	Nov 8, 2011	8214212	Jul 3, 2012	Issued
28151-28453/US	Transparent Voice Registration and Verification Method and System	13292436	Nov 9, 2011	8406382	Mar 26, 2013	Issued
28151-28450/US	System and Method of Generating Responses to Text-Based Messages	13300752	Nov 21, 2011	8296140	Oct 23, 2012	Issued
28151-28460/US	System and Method for Pronunciation Modeling	13302380	Nov 22, 2011	8862470	Oct 14, 2014	Issued
28151-28427/US	System and Method for Configuring Voice Synthesis	13303405	Nov 23, 2011	8620668	Dec 31, 2013	Issued
28151-28442/US	System and Method for Unsupervised and Active Learning for Automatic Speech Recognition	13442350	Apr 9, 2012	8504363	Aug 6, 2013	Issued

FILE #	TITLE	SERIAL #	FILING DATE	PATENT NUMBER	ISSUE DATE	STATUS
28151-28447/US	Method and Apparatus for Automatically Building Conversational Systems	13465659	May 7, 2012	8462917	Jun 11, 2013	Issued
28151-28419/US	Systems and Methods for Extracting Meaning from Multimodal Inputs Using Finite-State Devices	13485574	May 31, 2012	8355916	Jan 15, 2013	Issued
28151-28470/US	System and Method for Audibly Presenting Selected Text	13567550	Aug 6, 2012	8489400	Jul 16, 2013	Issued
28151-28451/US	System and Method of Generating Responses to Text-Based Messages	13648647	Oct 10, 2012	8566096	Oct 22, 2013	Issued
28151-28420/US	Systems and Methods for Extracting Meaning from Multimodal Inputs Using Finite-State Devices	13690037	Nov 30, 2012	8626507	Jan 7, 2014	Issued
28151-28483/US	System and Method for Targeted Tuning of a Speech Recognition System	13760897	Feb 6, 2013	8751232	Jun 10, 2014	Issued
28151-28463/US	System and Method for Standardized Speech Recognition Infrastructure	13762978	Feb 8, 2013	8532992	Sep 10, 2013	Issued
28151-28454/US	Transparent Voice Registration and Verification Method and System	13767460	Feb 14, 2013	8913720	Dec 16, 2014	Issued

FILE #	TITLE	SERIAL #	FILING DATE	PATENT NUMBER	ISSUE DATE	STATUS
28151-28448/US	Method and Apparatus for Automatically Building Conversational Systems	13914974	Jun 11, 2013	8718242	May 6, 2014	Issued
28151-28443/US	System and Method for Unsupervised and Active Learning for Automatic Speech Recognition	13959351	Aug 5, 2013	8914283	Dec 16, 2014	Issued
28151-28464/US (T)	System and Method for Standardized Speech Recognition Infrastructure	14018808	Sep 5, 2013	8781831	Jul 15, 2014	Issued
28151-28457/US (T)	System and Method for Recognizing Speech with Dialect Grammars	14139235	Dec 23, 2013	8924215	Dec 30, 2014	Issued
28151-28492/US	System and Method for Processing Speech	13644305	Oct 4, 2012			Pending
28151-28474/US (T)	System and Method for Enhancing Voice-Enabled Search Based on Automatic Demographic Identification	13847173	Mar 19, 2013			Pending
28151-28468/US (T)	Methods, Apparatus and Articles of Manufacture to Manage Routing in Networks	13875909	May 2, 2013			Pending
28151-28471/US (T)	System and Method for Audibly Presenting Selected Text	13943242	Jul 16, 2013			Pending
28151-28480/US (T)	Voice Over IP Based Voice Biometric Authentication	14082588	Nov 18, 2013			Pending

FILE #	TITLE	SERIAL #	FILING DATE	PATENT NUMBER	ISSUE DATE	STATUS
28151-28428/US (T)	System and Method for Configuring Voice Synthesis	14089874	Nov 26, 2013			Pending
28151-28484/US (T)	System and Method for Targeted Tuning of a Speech Recognition System	14262192	Apr 25, 2014			Pending
28151-28465/US (T)	System and Method for Standardized Speech Recognition Infrastructure	14330739	Jul 14, 2014			Pending
28151-28476/US (T)	System and Method for Combining Speech Recognition Outputs From a Plurality of Domain-Specific Speech Recognizers via Machine Learning	14459719	Aug 14, 2014			Pending
28151-28461/US (T)	System and Method for Pronunciation Modeling	14488844	Sep 17, 2014			Pending
28151-28455/US	Transparent Voice Registration and Verification Method and System	14526933	Oct 29, 2014			Pending
28151-28444/US	System and Method for Unsupervised and Active Learning for Automatic Speech Recognition	14551739	Nov 24, 2014			Pending
28151-28458/US (T)	System and Method for Recognizing Speech with Dialect Grammars	14554164	Nov 26, 2014			Pending

FILE #	TITLE	SERIAL #	FILING DATE	PATENT NUMBER	ISSUE DATE	STATUS
28151-23981/US (T)	Automated Speech Recognition Proxy System for Natural Language Understanding	13936440	Jul 8, 2013			Pending
28151-24648/US (T)	Automated Recognition System for Natural Language Understanding	14050658	Oct 10, 2013			Pending
28151-18512/US	Real-Time Transcription System Utilizing Divided Audio Chunks	12618742	Nov 15, 2009			Pending
28151-25248/US (T)	Apparatus and Method for Processing Service Interactions	14136003	Dec 20, 2013			Pending

FOREIGN PATENTS AND PATENT APPLICATIONS

FILE #	TITLE	SERIAL #	FILING DATE	PATENT NUMBER	ISSUE DATE	STATUS
28151-18387/AU	Apparatus and Method for Processing Service Interactions	2004237227	May 5, 2004	2004237227	Oct 27, 2011	Issued
28151-18387/IN	A Method for Operating an Interactive Response System	2875CHENP2005	May 5, 2004	245680	Jan 28, 2011	Issued
28151-18387/NZ	Apparatus and Method for Processing Service Interactions	543885	May 5, 2004	543885	Jan 7, 2010	Issued
28151-28445/CA	Method and Apparatus for Automatically Building Conversational Systems	2490430	Dec 14, 2004	2490430	Jul 21, 2009	Issued
28151-28477/CN	Voice Over IP Based Biometric Authentication	2005800217084	Jul 28, 2005	ZL200580021708.4	Oct 27, 2010	Issued
28151-28477/KR	Voice Over IP Based Biometric Authentication	1020077004005	Jul 28, 2005			Pending
28151-28477/MX	Voice Over IP Based Biometric Authentication	MXa2007001051	Jul 28, 2005			Pending

**SCHEDULE C
TO ATTACHMENT 1
TO SECURITY AGREEMENT**

COPYRIGHTS

Grantor represents and warrants that it does not own any registered Copyrights.

ATTACHMENT 2
TO SECURITY AGREEMENT

GRANT OF SECURITY INTEREST

TRADEMARKS

This GRANT OF SECURITY INTEREST, dated as of June 16, 2015, is executed by Interactions LLC, a Delaware limited liability company (“Grantor”), in favor of Ares Venture Finance, L.P., as administrative agent for the benefit of the Lenders (as defined below) (in such capacity, “Agent”).

A. Pursuant to that certain Loan and Security Agreement, No. V15103 dated as of June 16, 2015 (as amended, supplemented or otherwise modified from time to time, the “Loan Agreement”), between Ares Capital Corporation and Ares Venture Finance, L.P., as lenders (in such capacity, “Lenders”) and Grantor and Interactions Corporation, a Delaware corporation and parent of Grantor, as borrowers, Lenders agreed to extend loans and other financial accommodations to Grantor upon the terms and subject to the conditions set forth therein.

B. Grantor has adopted, used and is using the trademarks, more particularly described on Schedule 1-A annexed hereto and made a part hereof, which trademarks are registered in the United States Patent and Trademark Office (collectively, the “Trademarks”).

C. Grantor and other entities party thereto from time to time have entered into a Security Agreement (Intellectual Property) dated as of June 6, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of Agent.

D. Pursuant to the Security Agreement, Grantor has granted to Agent a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


The Agent’s address is:

Ares Venture Finance, L.P.
245 Park Avenue, 44th Floor
New York, NY 10167

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

GRANTOR

Interactions LLC,
a Delaware limited liability company

By: 
Name: Michael B. Iacubucci
Title: CEO

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST
TRADEMARKS AND TRADEMARK APPLICATIONS

US TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Serial No.	Registration No.	Status
HUMANTOUCH	85251857	4248289	Registered
UNDERSTANDING ENABLED	85122573	3965227	Registered

ATTACHMENT 2
TO SECURITY AGREEMENT

GRANT OF SECURITY INTEREST

PATENTS

This GRANT OF SECURITY INTEREST, dated as of June 16, 2015, is executed by Interactions LLC, a Delaware limited liability company ("Grantor"), in favor of Ares Venture Finance, L.P., as administrative agent for the benefit of the Lenders (as defined below) (in such capacity, "Agent").

A. Pursuant to that certain Loan and Security Agreement, No. V15103 dated as of June 16, 2015 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), between Ares Capital Corporation and Ares Venture Finance, L.P., as lenders (in such capacity, "Lenders") and Grantor and Interactions Corporation, a Delaware corporation and parent of Grantor, as borrowers, Lenders agreed to extend loans and other financial accommodations to Grantor upon the terms and subject to the conditions set forth therein.

B. Grantor owns the letters patent of the United States and certain foreign countries, more particularly described on Schedule 1-A annexed hereto and made a part hereof (collectively, the "Patents").

C. Grantor and other entities party thereto from time to time have entered into a Security Agreement (Intellectual Property) dated as of June 16, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Agent.

D. Pursuant to the Security Agreement, Grantor has assigned and granted to Agent a security interest in all right, title and interest of Grantor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Agent's address is:

Ares Venture Finance, L.P.
245 Park Avenue, 44th Floor
New York, NY 10167

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

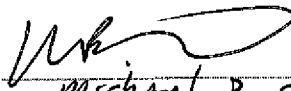
GRANTOR

Interactions LLC,
a Delaware limited liability company

By:

Name:

Title:



Michael B. Jacobucci

CEO

TRADEMARK

REEL: 006204 FRAME: 0204

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST
PATENTS AND PATENT APPLICATIONS

US PATENTS AND PATENT APPLICATIONS

FILE #	TITLE	SERIAL #	FILING DATE	PATENT NUMBER	ISSUE DATE	STATUS
28151-28436/US	Method of Active Learning for Automatic Speech Recognition	14176439	Feb 10, 2014			Allowed
28151-18387/US	Apparatus and Method for Processing Service Interactions	10839536	May 5, 2004	7606718	Oct 20, 2009	Issued
28151-18511/US	Apparatus and Method for Processing Service Interactions	12551864	Sep 1, 2009	8332231	Dec 11, 2012	Issued
28151-18513/US	Conference Call Management System	12618743	Nov 15, 2009	8223944	Jul 17, 2012	Issued
28151-17643/US	Automated Speech Recognition System for Natural Language Understanding	12985174	Jan 5, 2011	8560321	Oct 15, 2013	Issued
28151-18469/US	Automated Speech Recognition Proxy System For Natural Language Understanding	13070865	Mar 24, 2011	8484031	Jul 9, 2013	Issued
28151-22373/US	Apparatus and Method for Processing Service Interactions	13708264	Dec 7, 2012	8484042	Jul 9, 2013	Issued
28151-23908/US (T)	Apparatus and Method for Processing Service Interactions	13935230	Jul 3, 2013	8626520	Jan 7, 2014	Issued
28151-28413/US	Apparatus and Method for Phonetically Screening Predetermined Character Strings	09742779	Dec 20, 2000	6804650	Oct 12, 2004	Issued
28151-28415/US	Systems and Methods for Extracting Meaning from Multimodal Inputs Using Finite-State Devices	09904252	Jul 12, 2001	6868383	Mar 15, 2005	Issued
28151-28422/US	System and Method for Providing a Compensated Speech Recognition Model for Speech Recognition	09966259	Oct 1, 2001	7451085	Nov 11, 2008	Issued

FILE #	TITLE	SERIAL #	FILING DATE	PATENT NUMBER	ISSUE DATE	STATUS
28151-28424/US	System and Method for Configuring Voice Synthesis	10162932	Jun 5, 2002	7305340	Dec 4, 2007	Issued
28151-28429/US	System and Method of Providing Conversational Visual Prosody for Talking Heads	10173184	Jun 17, 2002	7136818	Nov 14, 2006	Issued
28151-28431/US	System and Method of Handling Problematic Input During Context-Sensitive Help for Multi-Modal Dialog Systems	10326629	Dec 19, 2002	7177816	Feb 13, 2007	Issued
28151-28434/US	Method of Active Learning for Automatic Speech Recognition	10329139	Dec 24, 2002	7146987	Dec 12, 2006	Issued
28151-28445/US	Method and Apparatus for Automatically Building Conversational Systems	10742466	Dec 19, 2003	7660400	Feb 9, 2010	Issued
28151-28439/US	System and Method for Unsupervised and Active Learning for Automatic Speech Recognition	10742854	Dec 23, 2003	7533019	May 12, 2009	Issued
28151-28437/US	System and Method for Blending Synthetic Voices	10755141	Jan 8, 2004	7454348	Nov 18, 2008	Issued
28151-28477/US	Voice Over IP Based Biometric Authentication	10902085	Jul 30, 2004	7254383	Aug 7, 2007	Issued
28151-28481/US	System and Method for Targeted Tuning Module of a Speech Recognition System	10917233	Aug 12, 2004	7580837	Aug 25, 2009	Issued
28151-28485/US	System and Method for Optimizing Prompts for Speech-Enabled Applications	10942605	Sep 16, 2004	7043435	May 9, 2006	Issued
28151-28414/US	Apparatus and Method for Phonetically Screening Predetermined Character Strings	10946259	Sep 21, 2004	7337117	Feb 26, 2008	Issued
28151-28416/US	Systems and Methods for Extracting Meaning from Multimodal	10970215	Oct 21, 2004	7295975	Nov 13, 2007	Issued

FILE #	TITLE	SERIAL #	FILING DATE	PATENT NUMBER	ISSUE DATE	STATUS
	Inputs Using Finite-State Devices					
28151-28489/US	System and Method for Speech Recognition-Enabled Automatic Call Routing	11005494	Dec 6, 2004	7242751	Jul 10, 2007	Issued
28151-28430/US	System and Method of Providing Conversational Visual Prosody for Talking Heads	11458282	Jul 18, 2006	8131551	Mar 6, 2012	Issued
28151-28435/US	Method of Active Learning for Automatic Speech Recognition	11549395	Oct 13, 2006	8650033	Feb 11, 2014	Issued
28151-28490/US	System and Method for Speech Recognition-Enabled Automatic Call Routing	11809817	Jun 1, 2007	7720203	May 18, 2010	Issued
28151-28478/US	Voice Over IP Based Biometric Authentication	11769469	Jun 27, 2007	7995995	Aug 9, 2011	Issued
28151-28487/US	System and Method for Facilitating Call Routing Using Speech Recognition	11834520	Aug 6, 2007	7653549	Jan 26, 2010	Issued
28151-28449/US	System and Method of Generating Responses to Text-Based Messages	11857036	Sep 18, 2007	8082151	Dec 20, 2011	Issued
28151-28417/US	Systems and Methods for Extracting Meaning from Multimodal Inputs Using Finite-State Devices	11904085	Sep 26, 2007	8103502	Jan 24, 2012	Issued
28151-28425/US	System and Method for Configuring Voice Synthesis	11924682	Oct 26, 2007	7624017	Nov 24, 2009	Issued
28151-28452/US	Transparent Voice Registration and Verification Method and System	12182182	Jul 30, 2008	8077836	Dec 13, 2011	Issued
28151-28469/US	System and Method for Audibly Presenting Selected Text	12257994	Oct 24, 2008	8239201	Aug 7, 2012	Issued

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28151-28423/US	System and Method for Providing a Compensated Speech Recognition Model for Speech Recognition	12264700	Nov 4, 2008	7996220	Aug 9, 2011	Issued
28151-28438/US	System and Method for Blending Synthetic Voices	12264622	Nov 4, 2008	7966186	Jun 21, 2011	Issued
28151-28459/US	System and Method for Pronunciation Modeling	12328407	Dec 4, 2008	8073693	Dec 6, 2011	Issued
28151-28466/US	Method and Apparatus for Managing Routing in a Network	12339989	Dec 19, 2008	7911976	Mar 22, 2011	Issued
28151-28456/US	System and Method for Recognizing Speech with Dialect Grammars	12343057	Dec 23, 2008	8635068	Jan 21, 2014	Issued
28151-28440/US	System and Method for Unsupervised and Active Learning for Automatic Speech Recognition	12414587	Mar 30, 2009	8024190	Sep 20, 2011	Issued
28151-28482/US	System and Method for Targeted Tuning of a Speech Recognition System	12503586	Jul 15, 2009	8401851	Mar 19, 2013	Issued
28151-28426/US	System and Method for Configuring Voice Synthesis	12607362	Oct 28, 2009	8086459	Dec 27, 2011	Issued
28151-28462/US	System and Method for Standardized Speech Recognition Infrastructure	12618371	Nov 13, 2009	8374867	Feb 12, 2013	Issued
28151-28472/US	System and Method for Training Adaptation-Specific Acoustic Models for Automatic Speech Recognition	12633334	Dec 8, 2009	8600749	Dec 3, 2013	Issued
28151-28488/US	System and Method for Facilitating Call Routing Using Speech Recognition	12634434	Dec 9, 2009	8112282	Feb 7, 2012	Issued
28151-28446/US	Method and Apparatus for Automatically Building Conversational Systems	12644393	Dec 22, 2009	8175230	May 8, 2012	Issued
28151-28491/US	System and Method for Processing	12750792	Mar 31, 2010	8306192	Nov 6, 2012	Issued

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	Speech					
28151-28473/US	System and Method for Enhancing Voice-Enabled Search Based on Automatic Demographic Identification	12888012	Sep 22, 2010	8401853	Mar 19, 2013	Issued
28151-28475/US	System and Method for Combining Speech Recognition Outputs From a Plurality of Domain-Specific Speech Recognizers via Machine Learning	12895359	Sep 30, 2010	8812321	Aug 19, 2014	Issued
28151-28467/US	Methods, Apparatus and Articles of Manufacture to Manage Routing in Networks	13026948	Feb 14, 2011	8451754	May 28, 2013	Issued
28151-28479/US	Voice Over IP Based Biometric Authentication	13171600	Jun 29, 2011	8615219	Dec 24, 2013	Issued
28151-28441/US	System and Method for Unsupervised and Active Learning for Automatic Speech Recognition	13236167	Sep 19, 2011	8155960	Apr 10, 2012	Issued
28151-28418/US	Systems and Methods for Extracting Meaning from Multimodal Inputs Using Finite-State Devices	13291427	Nov 8, 2011	8214212	Jul 3, 2012	Issued
28151-28453/US	Transparent Voice Registration and Verification Method and System	13292436	Nov 9, 2011	8406382	Mar 26, 2013	Issued
28151-28450/US	System and Method of Generating Responses to Text-Based Messages	13300752	Nov 21, 2011	8296140	Oct 23, 2012	Issued
28151-28460/US	System and Method for Pronunciation Modeling	13302380	Nov 22, 2011	8862470	Oct 14, 2014	Issued
28151-28427/US	System and Method for Configuring Voice Synthesis	13303405	Nov 23, 2011	8620668	Dec 31, 2013	Issued
28151-28442/US	System and Method for Unsupervised and Active Learning for Automatic Speech Recognition	13442350	Apr 9, 2012	8504363	Aug 6, 2013	Issued

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28151-28447/US	Method and Apparatus for Automatically Building Conversational Systems	13465659	May 7, 2012	8462917	Jun 11, 2013	Issued
28151-28419/US	Systems and Methods for Extracting Meaning from Multimodal Inputs Using Finite-State Devices	13485574	May 31, 2012	8355916	Jan 15, 2013	Issued
28151-28470/US	System and Method for Audibly Presenting Selected Text	13567550	Aug 6, 2012	8489400	Jul 16, 2013	Issued
28151-28451/US	System and Method of Generating Responses to Text-Based Messages	13648647	Oct 10, 2012	8566096	Oct 22, 2013	Issued
28151-28420/US	Systems and Methods for Extracting Meaning from Multimodal Inputs Using Finite-State Devices	13690037	Nov 30, 2012	8626507	Jan 7, 2014	Issued
28151-28483/US	System and Method for Targeted Tuning of a Speech Recognition System	13760897	Feb 6, 2013	8751232	Jun 10, 2014	Issued
28151-28463/US	System and Method for Standardized Speech Recognition Infrastructure	13762978	Feb 8, 2013	8532992	Sep 10, 2013	Issued
28151-28454/US	Transparent Voice Registration and Verification Method and System	13767460	Feb 14, 2013	8913720	Dec 16, 2014	Issued
28151-28448/US	Method and Apparatus for Automatically Building Conversational Systems	13914974	Jun 11, 2013	8718242	May 6, 2014	Issued
28151-28443/US	System and Method for Unsupervised and Active Learning for Automatic Speech Recognition	13959351	Aug 5, 2013	8914283	Dec 16, 2014	Issued
28151-28464/US (T)	System and Method for Standardized Speech Recognition Infrastructure	14018808	Sep 5, 2013	8781831	Jul 15, 2014	Issued

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28151-28457/US (T)	System and Method for Recognizing Speech with Dialect Grammars	14139235	Dec 23, 2013	8924215	Dec 30, 2014	Issued
28151-28492/US	System and Method for Processing Speech	13644305	Oct 4, 2012			Pending
28151-28474/US (T)	System and Method for Enhancing Voice-Enabled Search Based on Automatic Demographic Identification	13847173	Mar 19, 2013			Pending
28151-28468/US (T)	Methods, Apparatus and Articles of Manufacture to Manage Routing in Networks	13875909	May 2, 2013			Pending
28151-28471/US (T)	System and Method for Audibly Presenting Selected Text	13943242	Jul 16, 2013			Pending
28151-28480/US (T)	Voice Over IP Based Voice Biometric Authentication	14082588	Nov 18, 2013			Pending
28151-28428/US (T)	System and Method for Configuring Voice Synthesis	14089874	Nov 26, 2013			Pending
28151-28484/US (T)	System and Method for Targeted Tuning of a Speech Recognition System	14262192	Apr 25, 2014			Pending
28151-28465/US (T)	System and Method for Standardized Speech Recognition Infrastructure	14330739	Jul 14, 2014			Pending
28151-28476/US (T)	System and Method for Combining Speech Recognition Outputs From a Plurality of Domain-Specific Speech Recognizers via Machine Learning	14459719	Aug 14, 2014			Pending
28151-28461/US (T)	System and Method for Pronunciation Modeling	14488844	Sep 17, 2014			Pending
28151-28455/US	Transparent Voice Registration and Verification Method and System	14526933	Oct 29, 2014			Pending

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28151-28444/US	System and Method for Unsupervised and Active Learning for Automatic Speech Recognition	14551739	Nov 24, 2014			Pending
28151-28458/US (T)	System and Method for Recognizing Speech with Dialect Grammars	14554164	Nov 26, 2014			Pending
28151-23981/US (T)	Automated Speech Recognition Proxy System for Natural Language Understanding	13936440	Jul 8, 2013			Pending
28151-24648/US (T)	Automated Recognition System for Natural Language Understanding	14050658	Oct 10, 2013			Pending
28151-18512/US	Real-Time Transcription System Utilizing Divided Audio Chunks	12618742	Nov 15, 2009			Pending
28151-25248/US (T)	Apparatus and Method for Processing Service Interactions	14136003	Dec 20, 2013			Pending

FOREIGN PATENTS AND PATENT APPLICATIONS

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28151-18387/AU	Apparatus and Method for Processing Service Interactions	2004237227	May 5, 2004	2004237227	Oct 27, 2011	Issued
28151-18387/IN	A Method for Operating an Interactive Response System	2875CHENP2005	May 5, 2004	245680	Jan 28, 2011	Issued
28151-18387/NZ	Apparatus and Method for Processing Service Interactions	543885	May 5, 2004	543885	Jan 7, 2010	Issued
28151-28445/CA	Method and Apparatus for Automatically Building Conversational Systems	2490430	Dec 14, 2004	2490430	Jul 21, 2009	Issued
28151-28477/CN	Voice Over IP Based Biometric Authentication	2005800217084	Jul 28, 2005	ZL200580021708.4	Oct 27, 2010	Issued
28151-28477/KR	Voice Over IP Based Biometric Authentication	1020077004005	Jul 28, 2005			Pending
28151-28477/MX	Voice Over IP Based Biometric Authentication	MXa2007001051	Jul 28, 2005			Pending