

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM466191

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CAFÉX COMMUNICATIONS INC.		03/09/2018	Corporation: DELAWARE
CAFÉX COMMUNICATIONS LTD.		03/09/2018	limited company: UNITED KINGDOM
CSPACE HOLDING COMPANY		03/09/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CXB 2018 LLC, as collateral agent		
<b>Street Address:</b>	Cliff Higgerson		
<b>Internal Address:</b>	2311 Loma Prieta Lane		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4693338	CAFÉX COMMUNICATIONS	
<b>Registration Number:</b>	4693337	CAFÉX FUSION	
<b>Registration Number:</b>	4607510	LIVE ASSIST	
<b>Registration Number:</b>	5215095	CAFEX CHIME	
<b>Registration Number:</b>	5273125	LIVE ASSIST	
<b>Registration Number:</b>	5273126	SUPERVISOR ASSIST	
<b>Serial Number:</b>	87336805	CAFÉX CHIME	
<b>Serial Number:</b>	87337107	CAFÉX CHIME	
<b>Serial Number:</b>	87337174	CHIME	
<b>Serial Number:</b>	87337193	CHIME	
<b>Serial Number:</b>	87337261	CHIME	
<b>Serial Number:</b>	87340648	CHIME SPACES	
<b>Serial Number:</b>	87340660	CHIME MEETINGS	

CH \$340.00 4693338

**CORRESPONDENCE DATA****Fax Number:** 5616596313*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.***Phone:** 561-653-5000**Email:** ip@akerman.com**Correspondent Name:** AKERMAN LLP**Address Line 1:** 777 South Flagler Drive**Address Line 2:** Suite 1100 West Tower**Address Line 4:** WEST PALM BEACH, FLORIDA 33401

<b>ATTORNEY DOCKET NUMBER:</b>	0277987
<b>NAME OF SUBMITTER:</b>	Mark D. Passler
<b>SIGNATURE:</b>	/Mark D. Passler/
<b>DATE SIGNED:</b>	03/19/2018

**Total Attachments: 10**

source=CafeX - IP Security Agreement - 3.09.18 #page1.tif  
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source=CafeX - IP Security Agreement - 3.09.18 #page10.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of March 9, 2018, by and among **CXB 2018 LLC**, a Delaware limited liability company, with an address in care of Cliff Higgerson, 2311 Loma Prieta Lane, Menlo Park, California 94025 (“**Collateral Agent**”), and **CAFÉX COMMUNICATIONS INC.**, a Delaware corporation, having a mailing address of 521 Fifth Avenue, Suite 822, New York, New York 10175 (“**CafeX**”), **CAFÉX COMMUNICATIONS LTD.**, a company registered in England and Wales with registration number 08648798 and whose registered office is Building 3, The Eastern Business Park, Wern Fawr Lane, St. Mellons, Cardiff, CF3 5EA (“**UK Borrower**”), and **CSPACE HOLDING COMPANY**, a Delaware corporation, having a mailing address of 521 Fifth Avenue, Suite 822, New York, New York 10175 (“**cSpace**”), and together with CafeX and UK Borrower, each and together, jointly and severally, “**Grantor**”).

### RECITALS

A. Pursuant to the Amended and Restated Security Agreement by and among CafeX, Collateral Agent and Noteholders (as defined therein) dated March 9, 2018 (the “**Security Agreement**”; capitalized terms used herein are used as defined in the Security Agreement), Collateral Agent has agreed to serve as collateral agent for the benefit of the Noteholders in connection with the 12.0% Convertible Senior Subordinated Secured Promissory Note issued by CafeX (the “**Bridge Notes**”). The issuance of the Bridge Notes is conditioned upon the Grantor granting to Collateral Agent a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of CafeX to Noteholders.

B. Pursuant to the terms of the Security Agreement, CafeX has granted to Collateral Agent, a security interest in all of CafeX’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 CafeX’s obligations to Noteholders, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure CafeX’s obligations to Collateral Agent on behalf of itself and Noteholders, Grantor grants and pledges to Collateral Agent on behalf of itself and Noteholders 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.

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 Collateral Agent.

3. Security Agreement Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Collateral Agent with respect to the

Intellectual Property Collateral are as provided by the Security 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 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.


**COLLATERAL AGENT**

**CXB 2018 LLC**


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BORROWER**

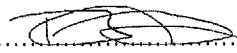
**CAFÉX COMMUNICATIONS INC.**

By:  \_\_\_\_\_  
Name: Rami Musallam  
Title: Chairman & CEO

**CSPACE HOLDING COMPANY**

By:  \_\_\_\_\_  
Name: Rami Musallam  
Title: Chairman & CEO

Executed as a deed by \_\_\_\_\_ )  
**CAFÉX COMMUNICATIONS )**  
**LTD )**  
acting by \_\_\_\_\_ )  
in the presence of: \_\_\_\_\_ )

Signature of director..........

Signature of witness.....

Name of witness.....

Address of witness.....

Occupation of witness.....

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.

COLLATERAL AGENT

CNR 2008 LLC

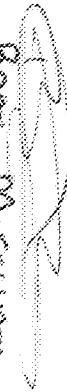
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BORROWER

CARVA COMMUNICATIONS INC

By:   
Name: Ryan Wilson  
Title: Controller

CSPACE HOLDING COMPANY

By:   
Name: Raymond M. Spector  
Title: Chairman & CEO

Executed as a deed by  
CAREX COMMUNICATIONS  
LLP  
acting by  
in the presence of

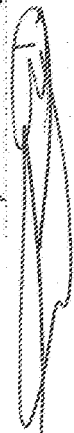
Signature of debtor

Signature of witness

Name of witness

Address of witness

Occupation of witness



Danielle Fox

Gabrielle Fox

501 Fifth Ave Suite 822

Executive Assst. NY NY 10175

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.

**COLLATERAL AGENT**

**BORROWER**

**CXB 2018 LLC**

**CAFÉX COMMUNICATIONS INC.**

By: *Clifford H. Higerson*  
Name: CLIFFORD H. HIGERSON  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CSPACE HOLDING COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Executed as a deed by \_\_\_\_\_ )  
**CAFÉX COMMUNICATIONS** )  
**LTD** )  
acting by \_\_\_\_\_ )  
in the presence of: \_\_\_\_\_ )

Signature of director.....

Signature of witness.....

Name of witness.....

Address of witness.....

Occupation of witness.....



EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

<u>Description</u>	<u>Application Number</u>	<u>Registration/ Application Date</u>	<u>Patent Number</u>	<u>Date Issued</u>
SYSTEM FOR USING A DEVICE AS A SIDE CAR	14/660276	3/17/15	TBD	TBD
SYSTEM FOR ENABLING MESHED CONFERENCES TO BE SEAMLESSLY PROMOTED TO FULL MCU BASED CONFERENCES	14/661664	3/18/15	9532002	12/27/2016
FRAMEWORK TO SUPPORT A HYBRID OF MESHED ENDPOINTS WITH NON-MESHED ENDPOINTS	15/280625	9/29/16	9602772	03/21/2017
CALL OBSERVATION SYSTEM USING SIPREC	62/540298	8/02/17	TBD	TBD
SYSTEM FOR MONITORING AND ANALYZING APPLICATION DATA TO PROACTIVELY OFFER ASSISTANCE	14/678073	4/3/15	TBD	TBD
FRAMEWORK TO SUPPORT A HYBRID OF MESHED ENDPOINTS WITH NON-MESHED ENDPOINTS	14/677628	4/2/15	TBD	TBD
FRAMEWORK TO SUPPORT A HYBRID OF MESHED ENDPOINTS WITH NON-MESHED ENDPOINTS	15/463497	3/20/17	TBD	TBD
LOAD BALANCING AND SHARING OF CONTEXTUAL INFORMATION IN A MULTI-VENDOR AND/OR MULTIPLE CONTACT CENTER ENVIRONMENT	14/723622	5/28/15	9219819	12/22/2015
PUSHING WEB AND APPLICATION PAGES DURING VIDEO/AUDIO CALLS	14/723603	5/28/15	TBD	TBD
NETWORK OPTIMIZATION OF PEER-TO-PEER TELECONFERENCING	14/295430	6/4/14	TBD	TBD
EXTENDING BROWSER SUPPORT OF REAL TIME MEDIA TO ANY AVAILABLE CODEC	14/523235	10/24/14	TBD	TBD
METHODS AND SYSTEMS FOR PROVIDING A MULTI-CHANNEL CUSTOMER ENGAGEMENT EXPERIENCE	14/723640	5/28/15	TBD	TBD
AUTOMATED CUSTOMER ASSISTANCE PROCESS FOR TOKENIZED PAYMENT SERVICES	14/860115	9/21/15	TBD	TBD

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CAFÉX COMMUNICATIONS	4693338	2/24/2015
CAFÉX FUSION	4693337	2/24/2015
LIVE ASSIST	4607510	9/16/2014
CAFEX CHIME	5215095	5/30/2017
LIVE ASSIST	5273125	8/22/2017
SUPERVISOR ASSIST	5273126	8/22/2017
CAFÉX CHIME	87336805	2/15/2017
CAFÉX CHIME	87337107	2/15/2017
CHIME	87337174	2/15/2017
CHIME	87337193	2/15/2017
CHIME	87337261	2/15/2017
CHIME SPACES	87340648	2/17/2017
CHIME MEETINGS	87340660	2/17/2017

EXHIBIT D

Mask Works

None