

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM485099

<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>
HIYA, INC.		08/06/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	901 5th Avenue		
<b>Internal Address:</b>	Suite 3900		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98164		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3959925	HIYA	
<b>Registration Number:</b>	4350763	MR. NUMBER	
<b>Registration Number:</b>	4528260	#NUMBERCOP	
<b>Registration Number:</b>	4146221	LOCALICIOUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F178551 TM		
<b>NAME OF SUBMITTER:</b>	Andrew Nash		
<b>SIGNATURE:</b>	/Andrew Nash/		
<b>DATE SIGNED:</b>	08/07/2018		

OP \$115.00 3959925

**Total Attachments: 11**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of August 6, 2018, by and between SILICON VALLEY BANK, a California corporation, with a loan production office located at 901 5<sup>th</sup> Avenue, Suite 3900, Seattle, Washington 98164 ("Bank") and HIYA, INC., a Delaware corporation with its principal place of business located at 1301 5<sup>th</sup> Avenue, Suite 1700, Seattle, Washington 98101 ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

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

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

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

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

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

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

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

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

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

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

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

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

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

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

counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

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

HIYA, INC.

By: 

Title: CEO

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

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:

HIYA, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

By: *[Signature]*

Title: *Vice President*

EXHIBIT A

Copyrights

None.



EXHIBIT B

Patents

SERIAL #	FILING DATE	PATENT NUMBER	ISSUE DATE	TITLE	INVENTORS	STATUS
13214098	Aug 19, 2011	8626137	Jan 7, 2014	Providing Caller Identification to Mobile Devices	Jason Anthony Devitt, Michael Lloyd Wells	Issued
14095869	Dec 3, 2013	9100476	Aug 4, 2015	Providing Caller Identification to Mobile Devices	Jason Anthony Devitt, Michael Lloyd Wells	Issued
14255941	Apr 17, 2014	9106739	Aug 11, 2015	Providing Caller Identification to Mobile Devices	Jason Anthony Devitt, Michael Lloyd Wells	Issued
14255942	Apr 17, 2014	9185207	Nov 10, 2015	Providing Caller Identification to Mobile Devices	Jason Anthony Devitt, Michael Lloyd Wells	Issued
14808982	Jul 24, 2015	9491288	Nov 8, 2016	Caller Identification for Restricted Mobile Devices	Morgan Belford, William Myron Brooks, Stephen Orth	Issued
14277806	May 15, 2014			Unwanted Caller and Message Sender Identification for Restricted Communication Devices	Jan Volzke	Allowed

SERIAL #	FILING DATE	PATENT NUMBER	ISSUE DATE	TITLE	INVENTORS	STATUS
14811771	Jul 28, 2015	9503573	Nov 22, 2016	Caller Identification for Restricted Mobile Devices	Morgan Belford, William Myron Brooks, Stephen Orth	Issued
14877088	Oct 7, 2015	9553980	Jan 24, 2017	Providing Caller Identification to Mobile Devices	Jason Anthony Devitt, Michael Lloyd Wells	Issued
PCTUS2017067423	Dec 19, 2017			Using CNAM Injection to Deliver Caller Information	Alexander Klas Algard, Mayur Arun Kamat, Petr Jann	Pending
15847713	Dec 19, 2017			Using CNAM Injection to Deliver Caller Information	Alexander Klas Algard, Mayur Arun Kamat, Petr Jann	Pending
PCTUS2017067429	Dec 19, 2017			Out-of-Band Call Verification	Alexander Klas Algard, Jonathan Orvin Nelson	Pending
15847749	Dec 19, 2017			Out-of-Band Call Verification	Alexander Klas Algard, Jonathan Orvin Nelson	Allowed
13444512	April 11, 2012	8660541	Feb 25, 2014	Provision of location-based venue information	Sebastian Beresniewicz, Ryan Kazda, Sanam Mehta, Vishal Modi, Bret Moore, Brent Newman, Owyn Richen, John Siu	Issued
13444544	April 11, 2012	8812029	Aug 19, 2014	Automated user check-in utilizing mobile computing devices	Yang Cao, Ryan Kazda, Sanam Mehta, Bret Moore, Owyn Richen, John Siu	Issued

SERIAL #	FILING DATE	PATENT NUMBER	ISSUE DATE	TITLE	INVENTORS	STATUS
13444569	April 11, 2012	9031978	May 12, 2015	Provision of location-based venue information	Sebastian Beresniewicz, Ryan Kazda, Sanam Mehta, Vishal Modi, Bret Moore, Brent Newman, Owyn Richen, John Siu	Issued
14035772	September 24, 2013	8781453	Jul 15, 2014	Proactive caller-context systems and methods	Morgan Kennedy Belford, Devin Efraim Ben-Hur, Sebastian Beresniewicz, Owyn More Richen, Timothy John Satterfield	Issued
13615118	September 13, 2012	9053680	Jun 9, 2015	Neighbor mapping systems and methods	Sabine MOBERG-MCLAIN, Alex Algard, Gene HSU, Sung BAEK, Blake THOMSON, Debbie Cargile	Issued
14290825	May 29, 2014	9225827	Dec 29, 2015	Proactive caller-context systems and methods	Morgan Kennedy Belford, Devin Efraim Ben-Hur, Sebastian Beresniewicz, Owyn More Richen, Timothy John Satterfield	Issued

EXHIBIT C

Trademarks

<b>Mark</b>	<b>Type</b>	<b>Reg. No.</b>	<b>Serial Number</b>	<b>Reg Date</b>	<b>Filed</b>	<b>Expiration</b>
HIYA	Service mark	3,959,925	85-095,775	May 10, 2011	Jul 29, 2010	May 10, 2021
MR. NUMBER	Trademark, service mark	4,350,763	85-385,913	Jun 11, 2013	Aug 1, 2011	Jun 11, 2019
NUMBERCOP	Service mark	4,528,260	85-940,260	May 13, 2014	May 22, 2013	May 13, 2020
LOCALICIOUS	Trademark	4,146,221	85-429,475	May 22, 2012	Sep 22, 2011	May 22, 2018

EXHIBIT D

Mask Works

None.