

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM485110

<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>	TRIPLEPOINT CAPITAL LLC		
<b>Street Address:</b>	2755 Sand Hill Road, Suite 150		
<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: 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>	3102774730		
<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>	310.284.6133		
<b>Email:</b>	Grosenbaum@mwe.com, cvicino@mwe.com		
<b>Correspondent Name:</b>	Gary B. Rosenbaum		
<b>Address Line 1:</b>	McDermott Will & Emery LLP		
<b>Address Line 2:</b>	2049 Century Park East, Suite 3800		
<b>Address Line 4:</b>	Los Angeles, COLORADO 90067-3218		
<b>NAME OF SUBMITTER:</b>	Gary B. Rosenbaum		
<b>SIGNATURE:</b>	/Gary B. Rosenbaum/		
<b>DATE SIGNED:</b>	08/07/2018		
<b>Total Attachments: 8</b>			
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## PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of August 6, 2018 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and HIYA, INC., a Delaware corporation (the "Agreement").

The words "We", "Us", or "Our", refer to the grantee, which is TRIPLEPOINT CAPITAL LLC. The words "You" or "Your" refers to the grantor, which is HIYA, INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and HIYA, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of August 6, 2018 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

### 1. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

### 2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

### 3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly,

upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

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**4. FURTHER ASSURANCES**

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You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

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**5. MODIFICATION**

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This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

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**6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

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This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

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**7. GOVERNING LAW; COUNTERPARTS**

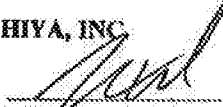
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This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: HIYA, INC  
Signature:   
Print Name: Alex Algard  
Title: CEO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**SCHEDULE A**

**To Plain English Intellectual Property Security Agreement  
Between HIYA, INC., as You (Grantor)  
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

**PATENTS AND PATENT APPLICATIONS**

<b>SERIAL #</b>	<b>FILING DATE</b>	<b>PATENT NUMBER</b>	<b>ISSUE DATE</b>	<b>TITLE</b>	<b>INVENTORS</b>	<b>STATUS</b>
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



**SCHEDULE B**

**To Plain English Intellectual Property Security Agreement  
Between HIYA, INC., as You (Grantor)  
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

Mark	Type	Reg. No.	Serial Number	Reg Date	Filed	Expiration
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

**SCHEDULE C**

**To Plain English Intellectual Property Security Agreement  
Between HIYA, INC., as You (Grantor)  
And TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

**COPYRIGHTS AND COPYRIGHT APPLICATIONS**

None.