

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490593

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INVOCA, INC.		09/18/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PACIFIC WESTERN BANK
Street Address:	406 BLACKWELL STREET
Internal Address:	SUITE 240
City:	DURHAM
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	STATE CHARTERED BANK: CALIFORNIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4376937	RINGPOOL
Registration Number:	4376938	RINGPOOLS
Registration Number:	4638235	THE POWER OF TALK
Registration Number:	4769368	INVOCA
Registration Number:	5166803	INVOCA
Registration Number:	5061779	THE POWER OF TALK
Registration Number:	5182006	
Serial Number:	87519385	VOICE MARKETING CLOUD
Serial Number:	88046930	VOICE MARKETING CLOUD

CORRESPONDENCE DATA

Fax Number: 9193541278

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: 919-314-3086

Email: diligencereview@square1bank.com

Correspondent Name: PACIFIC WESTERN BANK

Address Line 1: 406 BLACKWELL STREET

Address Line 2: SUITE 240

Address Line 4: DURHAM, NORTH CAROLINA 27701

TRADEMARK

NAME OF SUBMITTER:	NICHOLAS NANCE
SIGNATURE:	S/NICHOLAS NANCE/EPD
DATE SIGNED:	09/19/2018
Total Attachments: 7 source=Intellectual Property Security Agreement 9-18-18#page1.tif source=Intellectual Property Security Agreement 9-18-18#page2.tif source=Intellectual Property Security Agreement 9-18-18#page3.tif source=Intellectual Property Security Agreement 9-18-18#page4.tif source=Intellectual Property Security Agreement 9-18-18#page5.tif source=Intellectual Property Security Agreement 9-18-18#page6.tif source=Intellectual Property Security Agreement 9-18-18#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 18, 2018 by and between **PACIFIC WESTERN BANK (“Bank”)** and **INVOCA, INC.**, a Delaware corporation (“*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 of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Loan Agreement*”; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, “*Intellectual Property Collateral*”).

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and

concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

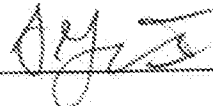
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1025 Chapala Street
Santa Barbara, CA 93101
Attn: Cynthia Stephens
DAVE COBURN

INVOKA, INC.

By: 
Name: Gregg Johnson
Title: Chief Executive Officer

BANK:

Address of Bank:

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

PACIFIC WESTERN BANK

By: _____
Name: _____
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:

Address of Grantor:

INVOCA, INC.

1025 Chapala Street
Santa Barbara, CA 93101
Attn: Cynthia Stephens

By: _____

Name: _____

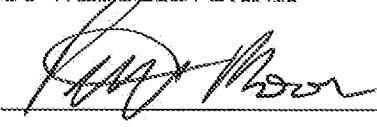
Title: _____

BANK:

Address of Bank:

PACIFIC WESTERN BANK

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

By:  _____

Name: Peter Moon

Title: VP

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None		

EXHIBIT B
PATENTS

<u>Description</u>	<u>Registration OR Serial Number</u>	<u>Registration OR Filing Date</u>
Methods and Systems for Processing and Managing Telephonic Communications	US 8,238,540 B1	8/7/2012
Methods and Systems for Processing and Managing Telephonic Communications	US 8,401,172 B1	3/19/2013
Methods and Systems for Processing and Managing Telephonic Communications	US 8,577,016 B1	11/5/2013
Methods and Systems for Processing and Managing Telephonic Communications	US 8,687,794 B1	4/1/2014
Methods and Systems for Processing and Managing Telephonic Communications	US 8,755,511 B2	6/17/2014
Methods and Systems for Processing and Managing Telephonic Communications	US 8,767,946 B1	7/1/2014
Methods and Systems for Processing and Managing Telephonic Communications	US 8,781,105 B1	7/15/2014
Methods and Systems for Processing and Managing Communications	US 8,917,860 B2	12/23/2014
Systems and Methods of Processing and Managing Communications	US 9,167,078 B2	10/20/2015
Systems and Methods of Processing Inbound Calls	US 9,699,309	7/4/2017
Methods and Systems for Processing and Managing Communications	US 9,036,808 B2	5/19/2015
Methods and Systems for Routing Calls in a Marketing Campaign	US 9,171,322 B2	10/27/2015
Methods and Systems for Routing Calls	US 9,292,861 B2	3/22/2016
Methods and Systems for Transfer and Campaign Management	US 9,438,733 B2	9/6/2016
Methods and Systems for Transfer and Campaign Management	US 9,621,729	4/11/2017
Processing Unwanted Calls	US 9,961,198	5/1/18
Call Tracking	US 15,379,200	6/22/2017

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
RingPool	4376937	7/30/2013
RingPools	4376938	7/30/2013
The Power of Talk	4638235	11/11/2014
Invoca	4769368	7/7/2015
Invoca	5166803	3/21/2017
The Power of Talk	5061779	10/18/2016
Double Quote Bubble Logo	5182006	4/11/2017
Voice Marketing Cloud	87519385	7/7/2017
Voice Marketing Cloud	88046930	7/20/2018