

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ClearCaptions LLC		11/28/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank, an Arizona corporation		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	87854345	SONABLES	
Serial Number:	87854336	SONABLE	
Serial Number:	87089354	CLEARCAPTIONS VUE	
Serial Number:	87089339	VUE	
Serial Number:	87089286	CLEARCAPTIONS BLUE	
Serial Number:	87089159	BLUE	
Serial Number:	87472096	WORDSMATTER	
Serial Number:	86331215	CAPVIEW	
Serial Number:	85396378	CLEARCAPTIONS.COM CC	
Serial Number:	85396309	CC	
Serial Number:	85134732	CLEARCAPTIONS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7033826485		
Email:	DHall@vlplawgroup.com		
Correspondent Name:	Davis Hall		
Address Line 1:	1029 N Stuart Street		

OP \$290.00 87854345

Address Line 2: Unit 200
Address Line 4: Arlington, VIRGINIA 22201

NAME OF SUBMITTER: Davis Hall

SIGNATURE: /DavisHall/

DATE SIGNED: 11/28/2018

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 28, 2018 (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and CLEARCAPTIONS LLC, a Delaware limited liability company ("Grantor"), is made with reference to the Business Financing Agreement, dated as of November 28, 2018 (as amended from time to time, the "Financing Agreement"), among Lender, Grantor, and ClearCaptions Intermediate LLC, a Delaware limited liability company. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

CLEARCAPTIONS LLC, a Delaware limited liability company

By: 

Name: Robert Rae

Title: President and CEO

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Attn:

3001 Lava Ridge Court, Suite 100
Roseville, CA 95661

Tel:

Fax:

Address for Notices:

Attn: Francesco Corradino
201 Spear Street, Suite 1700
San Francisco, CA 94105

Tel: (408) 423-8500

Fax: (408) 423-8520

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

CLEARCAPTIONS LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Address for Notices:

Attn:


3001 Lava Ridge Court, Suite 100
Roseville, CA 95661

Tel:

Fax:

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By:  _____

Name: Michael Henry

Title: S.V.P.

Address for Notices:

Attn: Francesco Corradino

201 Spear Street, Suite 1700

San Francisco, CA 94105

Tel: (408) 423-8500

Fax: (408) 423-8520

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist **X**

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

Exhibit B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
SONABLES	87854345			03/28/2018
SONABLE	87854336			03/28/2018
CLEARCAPTIONS VUE	87089354			06/30/2016
VUE	87089339			06/30/2016
CLEARCAPTIONS BLUE	87089286			06/30/2016
BLUE	87089159			06/30/2016
WORDSMATTER	87472096	5369308		06/01/2017
CAPVIEW	86331215	4688417		07/08/2014
CLEARCAPTIONS.COM CC	85396378	4256102		08/12/2011
CC	85396309	4220546		08/12/2011
CLEARCAPTIONS	85134732	4418905		09/21/2010

EXHIBIT C
PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
METHOD AND SYSTEM FOR PROVIDING CAPTIONED TELEPHONE SERVICE WITH AUTOMATED SPEECH RECOGNITION		15489357		
METHOD AND SYSTEM FOR PROVIDING CAPTIONED TELEPHONE SERVICE WITH AUTOMATED SPEECH RECOGNITION	10044854		Published	08/07/2018
METHOD AND SYSTEM FOR PROVIDING CAPTIONED TELEPHONE SERVICE WITH AUTOMATED SPEECH RECOGNITION	9628620		Published	04/18/2017