

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520387

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900476232

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AVOXI, INC.		11/30/2018	Corporation: GEORGIA

RECEIVING PARTY DATA

Name:	CIBC BANK USA
Street Address:	120 S. LASALLE STREET
Internal Address:	SUITE 400
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	BANKING CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	87514546	AVOXI GENIUS
Registration Number:	4285967	AVOXI
Registration Number:	4359239	AVOXI BECAUSE BUSINESS IS CALLING
Registration Number:	4369979	BECAUSE BUSINESS IS CALLING
Registration Number:	4416258	SMART QUEUE
Registration Number:	4609268	CALLFORWARDING.COM CONNECTING YOUR BUSIN
Registration Number:	4609270	CALLFORWARDING.COM CONNECTING YOUR BUSIN

CORRESPONDENCE DATA

Fax Number: 4048853900

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: 4048853868

Email: rusty.close@troutman.com

Correspondent Name: CHRISTOPHER CLOSE

Address Line 1: TROUTMAN SANDERS LLP

Address Line 2: 600 PEACHTREE STREET NE, SUITE 3000

Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	249023.000013
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NAME OF SUBMITTER:	Christopher C Close, Jr.
SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	04/23/2019
Total Attachments: 6 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of November 30, 2018 by and between CIBC BANK USA ("Lender") and AVOXI, Inc., a Georgia corporation ("Grantor").

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to the Grantor in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement), by and among the Grantor, Lender, and the guarantors from time to time party thereto.

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that the Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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, Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (the "Intellectual Property Collateral") (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.

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

3. This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

4. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Signature Page Follows]

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

Address of Grantor:

AVOXI, Inc.
1000 Circle 75 Parkway
Suite 500
Atlanta, Georgia 30339
Attn: Legal
Email: legal@avoxi.com

GRANTOR:

AVOXI, INC.
By: 
Name: David Wise
Title: Chief Executive Officer

Address of Lender:

CIBC Bank USA
120 South LaSalle Street
Suite 400
Chicago, Illinois 60603
Attn: Alan P. Spurgin
Telephone: (404) 926-2423
Email: alan.spurgin@cibc.com

LENDER:

CIBC BANK USA
By: 
Name: Alan P. Spurgin
Title: Managing Director

AVOXI, INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 006626 FRAME: 0281

EXHIBIT A

Copyrights

Entity	Title	Type of Work	Registration No.	Registration Date
None.				

EXHIBIT B

Patents

Entity	Title	Application No.	Patent No.	Date Filed	Status
None.					

EXHIBIT C

Trademarks

Entity	Mark	Serial No.	Registration No.	Date Filed	Status
AVOXI, Inc. (formerly known as DOW Management Company, Inc.)	AVOXI GENIUS	87/514,546		July 3, 2017	Published for Opposition: November 7, 2017
AVOXI, Inc. (formerly known as DOW Management Company, Inc.)	AVOXI	85/658675	4285967	June 22, 2012	Registered February 5, 2013
AVOXI, Inc. (formerly known as DOW Management Company, Inc.)	AVOXI BECAUSE BUSINESS IS CALLING	85/683436	4359239	July 21, 2012	Registered June 25, 2013
AVOXI, Inc. (formerly known as DOW Management Company, Inc.)	BECAUSE BUSINESS IS CALLING	85/683382	4369979	July 12, 2012	Registered July 16, 2013
AVOXI, Inc. (formerly known as DOW Management Company, Inc.)	SMART QUEUE	85/897758	4416258	April 8, 2013	Registered October 8, 2013
AVOXI, Inc. (formerly known as DOW Management Company, Inc.)	CallForwarding.com Connecting Your Business to The World	86/192243	4609268	February 12, 2014	Registered September 23, 2014
AVOXI, Inc. (formerly known as DOW Management Company, Inc.)	CallForwarding.com Connecting Your Business to The World (Logo)	86/192256	4609270	February 12, 2014	Registered September 23, 2014