

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520836

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Soleo communications inc		08/08/2017	Corporation:
RECEIVING PARTY DATA			
Name:	M&T Bank		
Street Address:	One M&T Plaza		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2953313	APPTERA	
Registration Number:	5499395	TRUSTED LISTINGS	
Serial Number:	88279841	LET'S GET PEOPLE TALKING	
CORRESPONDENCE DATA			
Fax Number:	5852323528		
<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:	5852325300		
Email:	jklimek@boylanocode.com		
Correspondent Name:	Jason W Klimek		
Address Line 1:	145 Culver Rd Ste 100		
Address Line 4:	Rochester, NEW YORK 14620		
NAME OF SUBMITTER:	Jason W. Klimek		
SIGNATURE:	/Jason W. Klimek/		
DATE SIGNED:	04/25/2019		
Total Attachments: 4			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of April 25, 2019, is made by and between Soleo Communications, Inc., a Delaware corporation (the "**Borrower**" or "**Grantor**") in favor of M&T Bank (the "**Lender**"), a New York banking corporation.

WHEREAS, the Borrower/Grantor has entered into a Loan Agreement dated as of April 25, 2019 (the "**Loan Agreement**"), with the Lender.

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Loan Agreement, Grantor has executed and delivered to the Lender that certain Security Agreement dated as of April 25, 2019, made by and between the Grantor and the Lender (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**");

(c) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents and the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by the Lender.

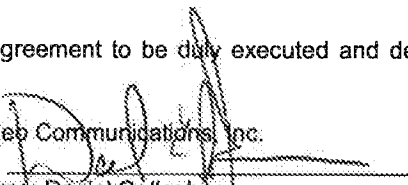
3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights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

4. Execution in Counterparts. This IP Security 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 IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

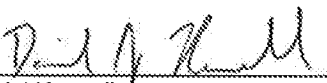
5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security 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 IP Security 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Soleo Communications, Inc.
By: 
Name: Daniel Gallagher
Title: Chief Executive Officer
Address for Notices: 209 High Point Drive, Suite 300
Victor, New York 14203

AGREED TO AND ACCEPTED:

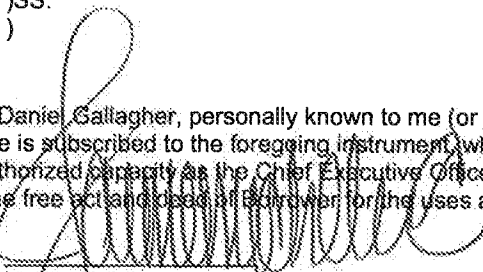
M&T Bank
By: 
Name: Daniel Kennell
Title: Vice President
Address for Notices: One M&T Plaza
Buffalo, NY 14203

STATE OF NEW YORK
COUNTY OF MONROE

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)SS.
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On the 25th day of April, 2019, before me personally appeared Daniel Gallagher, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of Borrower, and acknowledged the instrument to be his free act and deed/the free act and deed of Borrower for the uses and purposes mentioned in the instrument.

My Commission Expires:


Notary Public
Printed Name:

JAIME MICHELLE CAIN
Notary Public, State of New York
Lic. No. 02CA6329177
Qualified in Erie County
Commission Expires Aug. 17, 2019

**SCHEDULES
SCHEDULE 1
PATENTS**

Patents

Title	Jurisdiction	Patent Number	Issue Date	Record Owner
Call Tracking System and Method	United States	9,141,970	09/22/2015	Soleo Communications, Inc.
	United States	7,715,547	05/11/2010	Soleo Communications, Inc.
Voice XML Network Gateway System and Method for Providing Interactive Wireless Data and Voice Based Services	United States	7,302,273	11/27/2007	Soleo Communications, Inc.
System and Method for Multi-Modal Personal Communication Services	United States	7,885,390	02/08/2011	Soleo Communications, Inc.
Call Tracking System and Method	United States	8,874,102	10/28/2014	Soleo Communications, Inc.
Notification Systems and Methods	United States	8,494,124	07/23/2013	Soleo Communications, Inc.
Campaign Manager	United States	8,300,799	10/30/2012	Soleo Communications, Inc.
Call Tracking System and Method	United States	9,384,496	07/05/2016	Soleo Communications, Inc.

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date	Record Owner
	United States	15/198,830		Soleo Communications, Inc.
Call Tracking System and Method			08/30/2016	
Query Processing	United States	15/941,527	03/30/2018	Soleo Communications, Inc.
Robocall Detection	United States	PCT/US18/55686		Soleo Communications, Inc.
Robocall Detection	United States	16/159,056		Soleo Communications, Inc.

**SCHEDULE 2
TRADEMARKS**

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
	United States	2,953,313	05/17/2005	Soleo Communications, Inc.
Trusted Listings	United States	5,499,395	06/19/2018	Soleo Communications, Inc.

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Number	Filing Date	Record Owner
LET'S GET PEOPLE TALKING	United States	NA	88279841	01/28/2019	Soleo Communications, Inc.