

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dialogtech Inc.		06/05/2019	Corporation: DELAWARE
Mongoose Metrics, LLC		06/05/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Level Structured Capital I, L.P.		
Street Address:	140 East 45th Street		
Internal Address:	39th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	01004		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	87670994	DIALOGTECH	
Serial Number:	87671006	DIALOGTECH	
Serial Number:	86556271	LEADFLOW	
Serial Number:	85099423	MONGOOSE METRICS	
Serial Number:	85495513	MYLEADRESPONDER	
Serial Number:	85310599	SOURCETRAK	
Serial Number:	86823998	SPAMSENTRY	
Serial Number:	86417756	VOICE360	
Serial Number:	88338296	SOURCEIQ	
Serial Number:	88338322	EXPERIENCEHUB	
Serial Number:	88338346	DIALOGANALYTICS	
Serial Number:	88338334	INTEGRATIONSTUDIO	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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>			

OP \$315.00 87670994

Phone: 2155695619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 149301-01004

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 06/05/2019

Total Attachments: 11

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Copyrights, Patents and Trademarks)**

This Intellectual Property Security Agreement (Copyrights, Patents and Trademarks) (this “Agreement”), dated as of June 5, 2019, is made by and among DIALOGTECH INC., a Delaware corporation (“DialogTech”), MONGOOSE METRIC, LLC, an Ohio limited liability company (“Mongoose” and together with DialogTech, the “Debtors” and each, a “Debtor”) and LEVEL STRUCTURED CAPITAL I, L.P. (together with its successors and assigns, “Secured Party”), having a business location at the address set forth below next to its signature.

Recitals

Debtors, as Borrowers, and Secured Party, as Lender, are parties to a Loan Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the “Loan Agreement”), setting forth the terms on which Secured Party, as lender, may now or hereafter extend credit to or for the account of each Debtor.

As a condition to extending credit to or for the account of each Debtor, Secured Party has required the execution and delivery of this Agreement by each Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

“Copyrights” means all of each Debtor’s right, title and interest in and to any and all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications, including (i) the copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications listed on Exhibit A attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now or hereafter due and/or payable thereunder, licenses thereof, or with respect thereto, (iv) the right to sue for past, present and future infringements or dilutions thereof and (v) all of each Debtor’s rights corresponding thereto throughout the world.

“Patents” means all of each Debtor’s right, title and interest in and to any and all patents and patent applications, including (i) the patents and patent applications listed on Exhibit B attached hereto, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and

damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof and (v) all of each Debtor's rights corresponding thereto throughout the world.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of each Debtor's right, title and interest in and to any and all trademarks, trade names, registered trademarks, trademark applications (excluding any “intent-to-use” application), service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit C attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Debtor's business symbolized by the foregoing or connected therewith and (vi) all of each Debtor's rights corresponding thereto throughout the world.

2. **Security Interest.** Each Debtor hereby grants Secured Party a security interest (the “Security Interest”) in the Copyrights, Patents and Trademarks to secure payment of the Obligations.

3. **Loan Documents.** This 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 Secured Party with respect to the Copyrights, Patents and Trademarks are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This 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 agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

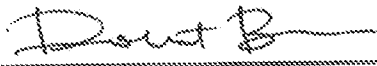
6. **Governing Law.** This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, 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).

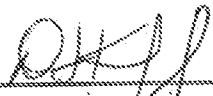
Signature pages follow

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

DIALOGTECH INC.

By: 
Name: ROBERT BURNS
Title: CFO

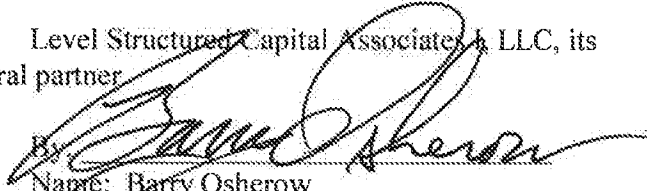
MONGOOSE METRICS, LLC

By: 
Name: Douglas Ho-foid
Title: CEO

LEVEL STRUCTURED CAPITAL I, L.P.

By: Level Structured Capital I (GP), L.P., its general partner

By: Level Structured Capital Associates I, LLC, its
general partner



Name: Barry Osherow

Title: Authorized Signatory

Notice Address:

Level Structured Capital I, L.P.

140 East 45th Street, 39th Floor

New York, NY 10017

Attention: Barry A. Osherow

Email: bosherow@levequity.com

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 006662 FRAME: 0408

Exhibit A

UNITED STATES ISSUED COPYRIGHTS

None.

REGISTRATIONS; COPYRIGHT APPLICATIONS

None.

FOREIGN ISSUED COPYRIGHTS; FOREIGN APPLICATIONS FOR COPYRIGHTS

None.

Exhibit B

UNITED STATES ISSUED PATENTS; PATENT APPLICATIONS

Loan Party	Patent Title	Application No.	Date of Application	Reg. No.	Date of Registration
DialogTech Inc.	SYSTEMS, METHOD, AND COMPUTER PROGRAM PRODUCT FOR CROSS-CHANNEL CUSTOMER RELATIONSHIP MANAGEMENT SUPPORT WITH DYNAMICALLY INSERTED VOICE CALL NUMBERS	14/228,789	3/28/2014	9,699,311	07/04/2017
DialogTech Inc.	SYSTEM AND METHOD FOR EMULATING CALL CENTER SCREEN-POP APPLICATION	12/371,081	2/13/2009	8,447,016	05/21/2013
DialogTech Inc.	SYSTEM AND METHOD TO ANALYZE HUMAN VOICE CONVERSATIONS	13/228,295	9/8/2011	8,687,776	04/01/2014
DialogTech Inc.	SYSTEM, METHOD, AND COMPUTER PROGRAM PRODUCT FOR LEAD MANAGEMENT	13/707,889	12/7/2012	9,160,851	10/13/2015
DialogTech Inc.	METHOD AND SYSTEM FOR PROVIDING PAY-PER-CALL SERVICES	11/627,150	1/25/2007	8,223,936	07/17/2012
DialogTech Inc.	PHONE-CALL TRIGGERED SYSTEM AND METHOD FOR TRANSMITTING INFORMATION VIA NETWORK-ENABLED SERVER	14/335,535	7/18/2014	9,363,383	06/07/2016
DialogTech Inc.	A PHONE-CALL TRIGGERED SYSTEM AND METHOD FOR TRANSMITTING INFORMATION VIA NETWORK-ENABLED SERVER	12/384,314	4/2/2009	8,817,957	08/26/2014
DialogTech Inc.	SYSTEM AND METHOD FOR EMULATING CALL CENTER	13/667,949	11/2/2012	9,332,409	05/03/2016

	SCREEN-POP APPLICATION				
DialogTech Inc.	SYSTEM AND METHOD AUTOMATICALLY DETECTING UNDESIRE CALLS	15/639,392	6/30/2017	10,194,022	01/29/2019
DialogTech Inc.	PHONE FRAUD DETERRENCE SYSTEM FOR USE WITH TOLL FREE AND OTHER FEE GENERATING NUMBERS	14/641,326	3/07/2015	10,212,266	02/19/2019
DialogTech Inc.	SYSTEM, METHOD, AND COMPUTER PROGRAM FOR CALL TRACKING USING CALLER IDENTIFICATION IN CROSS-CHANNEL MARKETING AUTOMATION MANAGEMENT SUPPORT WITH INTELLIGENT PRIVACY PROTECTION	62/311090	N/A	N/A	Pending
DialogTech Inc.	PHONE FRAUD DETERRENCE SYSTEM FOR USE WITH TOLL FREE AND OTHER FEE GENERATING NUMBERS	15758023.4	3/27/2015	(for EP)	Pending
DialogTech Inc.	SYSTEM, METHOD, AND COMPUTER PROGRAM PRODUCT FOR AUTOMATICALLY ANALYZING AND CATEGORIZING PHONE CALLS	16/040876	7/20/2018	N/A	Pending
DialogTech Inc.	SYSTEM, METHOD, AND COMPUTER PROGRAM PRODUCT FOR CALL TRACKING USING CALLER IDENTIFICATION IN CROSS-CHANNEL MARKETING AUTOMATION MANAGEMENT SUPPORT WITH INTELLIGENT PRIVACY PROTECTION	15/464867	3/21/2017	N/A	Pending
DialogTech Inc.	SYSTEM, METHOD, AND COMPUTER PROGRAM PRODUCT FOR CALL TRACKING USING CALLER IDENTIFICATION IN CROSS-CHANNEL MARKETING AUTOMATION MANAGEMENT SUPPORT WITH INTELLIGENT PRIVACY PROTECTION	17162027.1	3/21/2017	(for EP)	Pending
DialogTech	PHONE FRAUD DETERRENCE	PCT/US20	N/A	(for WO)	Pending

Inc.	SYSTEM FOR USE WITH TOLL FREE AND OTHER FEE GENERATING NUMBERS	15/019325			
DialogTech Inc.	SYSTEM, METHOD, AND COMPUTER PROGRAM PRODUCT FOR TRACKING CALLS	13/601447	8/31/2012	N/A	Pending

FOREIGN ISSUED PATENTS; FOREIGN APPLICATIONS FOR PATENTS

None.

Exhibit C

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

Loan Party	Trademark Title	Application No.	Date of Application	Reg. No.	Date of Registration
DialogTech Inc.	<u>Ifbyphone</u>			786535	1/5/11
DialogTech Inc.	<u>MyLeadResponder</u>			891866	12/9/14
DialogTech Inc.	<u>SourceTrak</u>			1527456	3/22/13
DialogTech Inc.	<u>AnyphonePBX</u>			8365561	2/1/10
DialogTech Inc.	<u>Ifbyphone</u>			8365785	1/13/10
DialogTech Inc.	<u>MyLeadResponder</u>			10509933	5/18/12
DialogTech Inc.	<u>SourceTrak</u>			9965674	10/14/11
DialogTech Inc.	<u>DialogTech</u>	87/670994	11/3/17	N/A	Allowed
DialogTech Inc.	<u>DialogTech Logo</u>	87/671006	11/3/17	N/A	Allowed
DialogTech Inc.	<u>Leadflow</u>			86/556271	3/21/17
DialogTech Inc.	<u>Mongoose Metrics</u>			85/099423	11/22/11
DialogTech Inc.	<u>MyLeadResponder</u>			85/495513	1/8/13
DialogTech Inc.	<u>SourceTrak</u>			85/310599	6/12/12
DialogTech Inc.	<u>SpamSentry</u>			86/823998	12/27/16
DialogTech Inc.	<u>Voice 360</u>			86/417756	12/22/15
DialogTech Inc.	<u>SourceIQ</u>	88/338,296	3/13/19	N/A	N/A
DialogTech Inc.	<u>ExperienceHub</u>	88/338,322	3/13/19	N/A	N/A
DialogTech Inc.	<u>DialogAnalytics</u>	33/338,346	3/13/19	N/A	N/A
DialogTech Inc.	<u>IntegrationStudio</u>	88/338,334	3/13/19	N/A	N/A

REGISTRATIONS

None.

**TRADEMARK APPLICATIONS; COLLECTIVE MEMBERSHIP MARKS;
SUPPLEMENTAL REGISTERED MARKS; UNREGISTERED MARKS MATERIAL TO
BUSINESS**

None.

**FOREIGN ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE
MEMBERSHIP MARKS; FOREIGN APPLICATIONS FOR TRADEMARKS, SERVICE
MARKS AND COLLECTIVE MEMBERSHIP MARKS**

None.