

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605717

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CALLFIRE, INC.		10/28/2020	Corporation: DELAWARE
MESSAGING SERVICES COMPANY, LLC		10/28/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	40 King Street West, Suite 5702		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 3Y2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4832335	CALLFIRE	
Registration Number:	4832334	CALLFIRE	
Registration Number:	3549352	EZ TEXTING	
Serial Number:	88615280	EZ TEXTING	
Serial Number:	88612664	EZ TEXTING SEND SMARTER	
Serial Number:	88746761	SAFESTOP	
Registration Number:	3674687	CLUB TEXTING	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	313569-175		
NAME OF SUBMITTER:	C. Rhem		

CH \$190.00 4832335

SIGNATURE:	/CR/
DATE SIGNED:	10/29/2020
Total Attachments: 5 source=CallFire - IPSA (10.28.2020)#page1.tif source=CallFire - IPSA (10.28.2020)#page2.tif source=CallFire - IPSA (10.28.2020)#page3.tif source=CallFire - IPSA (10.28.2020)#page4.tif source=CallFire - IPSA (10.28.2020)#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of October 28, 2020, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”), CALLFIRE, INC., a Delaware corporation, and MESSAGING SERVICES COMPANY, LLC, a Texas limited liability company (collectively, “**Grantors**”, and each, a “**Grantor**”).

RECITALS

A. Bank and Grantors are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of each Grantor’s Intellectual Property.

C. Grantors’ execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, each Grantor and Bank hereby agree:

1. To secure the Obligations, each Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Each Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Each Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which such Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

1410 2nd Street, Suite 200
Santa Monica, CA 90401
Attention: Janice McNair

GRANTORS:

CALLFIRE, INC.

By: Norman W. Happ

Name: Norman Happ
Title: Chief Executive Officer

MESSAGING SERVICES COMPANY, LLC

By: Norman W. Happ

Name: Norman Happ
Title: Chief Executive Officer of CallFire, Inc.,
the sole member of Messaging Services Company, LLC

Address of Bank:

CIBC Innovation Banking
40 King Street West, Suite 5702
Toronto, Ontario
M5H 3Y2
Attention: Kevin Grossman, Sergey Kuzaev

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: Kevin Grossman

Name: Kevin Grossman
Title: Assistant General Manager, Authorized Signatory
CIBC Innovation Banking

By: Sergey Kuzaev

Name: Sergey Kuzaev
Title: Director, Authorized Signatory
CIBC Innovation Banking

EXHIBIT A
COPYRIGHTS

<u>GRANTOR</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
CallFire, Inc.	Putting Texting to the Test: 50 Fantastic Uses of SMS Text Messaging	Reg. TX7053182	3/27/2009

EXHIBIT B

PATENTS

GRANTOR	DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
CallFire, Inc.	Communication Management System	Patent No. US 10,033,674 Application No. 15/902,524	7/24/2018
CallFire, Inc.	Communication Management System	Patent No. US 10,462,082 Application no. 16/042,180	10/29/2019 (Date of Patent Continuation)
CallFire, Inc.	Telephone Service Delay and Connection System	Patent No. US 10,277,627 Application No. 15/974,600	4/30/2019
CallFire, Inc.	Telephone Service Delay and Connection System	Patent No. US 10,735,460 Application No. 16/397927	8/4/2020
CallFire, Inc.	Centralized Parameter Management System	Patent No. US 10,129,084 Application No. 15/974,583	11/13/2018
CallFire, Inc.	Dynamic Communication Management System	Application no. 16/355,548	3/15/2019 (Track 1 prioritized examination)
CallFire, Inc.	Protected User Information Verification System	Patent No. US 10,542,003 Application No. 16/370,751	1/21/2020
CallFire, Inc.	Blockchain Network Communication Management	Application No. 16/384762	4/5/2019 (Track 1 prioritized examination)
CallFire, Inc.	Location Based Messaging System	Application No. 16/912283	6/26/2019 (Pending)
CallFire, Inc.	Domain Management and Synchronization System	Patent No. US 10,715,484 Application No. 16/710537	7/14/2020
CallFire, Inc.	Cross-Network Text Communication Management System	Application No. 63/008452	4/10/2020 (Pending)

EXHIBIT C

TRADEMARKS

GRANTOR	DESCRIPTION	REGISTRATION / SERIAL NUMBER	REGISTRATION / APPLICATION DATE
CallFire, Inc.	CALLFIRE (Design plus words) IC 38, 39 & 42	Serial No. 85983780 Registration No. 4832335	Reg. Date 10/13/2015
CallFire, Inc.	CALLFIRE (Word mark) IC 38, 39 & 42	Serial No. 85983779 Registration No. 4832334	Reg. Date 10/13/2015
CallFire, Inc.	EZ TEXTING (Word mark) IC 38	Serial No. 77418634 Registration No. 3549352	Reg. Date 12/23/2008
CallFire, Inc.	EZ TEXTING (Word mark) IC 35 & 42	Serial No. 88615280	App. Date 9/12/2019 8/11/2020 (to be Published for Opposition)
CallFire, Inc.	EZ TEXTING SEND SMARTER (Design plus words) IC 35, 38 and 42	Serial No. 88612664	App. Date 9/11/2019 8/18/2020 (to be Published for Opposition)
CallFire, Inc.	SafeSTOP (Word mark) IC 38 and 42	Serial No. 88746761	ITU App. Date 1/3/2020 Notice of Allowance Date 6/30/2020
CallFire, Inc.	CLUB TEXTING (Word mark) IC 38	Serial No. 77418639 Reg. No. 3674687	App. Date 3/11/2008 Reg. Date 8/25/2009 Reg. Renewed 9/25/2019