

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM664162

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900625995

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONNECTANDSELL, INC.		06/28/2021	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	HERITAGE BANK OF COMMERCE
<b>Street Address:</b>	224 Airport Parkway
<b>City:</b>	SAN JOSE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95110
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4938650	OUTBOUNDONDEMAND
Registration Number:	4127799	THE END OF DIALING
Registration Number:	4127798	CONNECTANDSELL THE END OF DIALING
Registration Number:	4127796	DIALING
Registration Number:	4127800	CONNECTANDSELL
Registration Number:	3515334	CONNECTANDSELL
Serial Number:	90145666	TALK2PLAYBOOK
Serial Number:	90145663	TALK2CADENCE
Serial Number:	90145656	TALK2SEQUENCE
Serial Number:	90145644	TALK2SEND
Serial Number:	90145637	TALK2DOMINATE

## CORRESPONDENCE DATA

Fax Number:

*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: 6506483802  
 Email: PATTY@PATTYCHENG.COM  
 Correspondent Name: PATTY CHENG  
 Address Line 1: 2625 MIDDLEFIELD RD., #215

TRADEMARK

**Address Line 4:** PALO ALTO, CALIFORNIA 94306

**NAME OF SUBMITTER:** Patty Cheng

**SIGNATURE:** /s/ Patty Cheng

**DATE SIGNED:** 08/02/2021

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 28, 2021 by and between **CONNECTANDSELL, INC.**, a Delaware corporation (“Grantor”) and **HERITAGE BANK OF COMMERCE**, a California corporation (“Bank”).

### RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof and as amended from time to time (the “**Loan Agreement**”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

### AGREEMENT

To secure performance of Grantor’s obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor’s right, title and interest in Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Borrower hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Borrower obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Address of Grantor:

50 University Ave., Suite B310  
Los Gatos, CA 95030  
Attn: \_\_\_\_\_

CONNECTANDSELL, INC.

By: Chris Beall  
Print Name: CHRIS BEALL  
Title: CEO

Address of Bank:

224 Airport Parkway  
San Jose, CA 95110  
Attn: Karla Schrader

HERITAGE BANK OF COMMERCE

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Address of Grantor:

50 University Ave., Suite B310  
Los Gatos, CA 95030  
Attn: \_\_\_\_\_

CONNECTANDSELL, INC.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Bank:

224 Airport Parkway  
San Jose, CA 95110  
Attn: Karla Schrader

HERITAGE BANK OF COMMERCE

By:  \_\_\_\_\_

Print Name: Karla Schrader \_\_\_\_\_

Title: VP \_\_\_\_\_

**EXHIBIT A**

**Copyrights**

Please Check Box if No Copyrights Exist

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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**EXHIBIT B****Patents**

<b>Title</b>	<b>Application Number / Patent Number</b>	<b>Application Date / Issue Date</b>
Coaching in an automated communication link establishment and management system	10,432,788	10/1/19
Closed loop calling process in an automated communication link establishment and management system	9,986,076	5/29/18
System and method for automatic update of calls with portable device	9,876,886	1/23/18
Contextual lead generation in an automated communication link establishment and management system	9,258,423	2/9/16
Contextual lead generation in an automated communication link establishment and management system	8,948,372	2/3/15
Dynamic allocation of agents for outbound calling in an automated communication link establishment and management system	8,649,500	2/11/14
Method and system for contacting a prospect or requestor immediately after a request for product information	12/719731	3/8/10
Transfer of Live Calls	11/556301	11/3/06
Method and system for reducing a perceived call transfer delay between a target and a talker	12/330223	12/8/08
Coaching in an automated communication link establishment and management system	16/555935 (20190387101)	08/29/19
Coaching in an automated communication link establishment and management system	14/857546 (20160006875)	9/17/15

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application / Registration Date</u>
TALK2PLAYBOOK	90145666		August 28, 2020
TALK2CADENCE	90145663		August 28, 2020
TALK2SEQUENCE	90145656		August 28, 2020
TALK2SEND	90145644		August 28, 2020
TALK2DOMINATE	90145637		August 28, 2020
OUTBOUNDONDEMAND	86587046	4938650	
THE END OF DIALING	85254653	4127799	4/12/16
CONNECTANDSELL THE END OF DIALING	85254619	4127798	4/17/12
DIALING	85254602	4127796	4/17/12
CONNECTANDSELL	85254656	4127800	4/17/12
CONVERSATIONS ON DEMAND	85753664		*
THE CONVERSATION CLOUD	85669884		*
CONVERSATIONS WHEN YOU WANT THEM	85669881		*
SALES IS WAR - WHY USE CONVENTIONAL WEAPONS?	85485448		*
LIVE CONVERSATIONS	85254646		*
LIVE CONVERSATION AUTOMATION	85254638		*
FIVE LIVE GUARANTEE	85254630		*
CONNECTANDSELL	77372233	3515334	10/14/08

\* -- indicates dead, abandoned or cancelled trademark