

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM743672

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVOXI, Inc.		07/22/2022	Corporation: GEORGIA
AVOXI Parent, LLC		07/22/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	120 SOUTH LASALLE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5889561	AVOXI GENIUS	
Registration Number:	4285967	AVOXI	
Registration Number:	4369979	BECAUSE BUSINESS IS CALLING	
Registration Number:	4416258	SMART QUEUE	
CORRESPONDENCE DATA			
Fax Number:	3122691747		
<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>			
Email:	marden@nge.com, ryoung@nge.com		
Correspondent Name:	Andrew Fraker		
Address Line 1:	2 NORTH LASALLE STREET		
Address Line 2:	SUITE 1700		
Address Line 4:	CHICAGO, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	025942.0045		
NAME OF SUBMITTER:	ANDREW S. FRAKER		
SIGNATURE:	/ANDREW S. FRAKER/		
DATE SIGNED:	07/26/2022		

CH \$115.00 5889561

Total Attachments: 7

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AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of July 22, 2022, by and between CIBC BANK USA ("Lender"), AVOXI, Inc., a Georgia corporation ("AVOXI") and AVOXI Parent, LLC, a Delaware limited liability company ("Parent" and together with AVOXI, the "Grantors," and each, a "Grantor").

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to the Grantors 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, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement), by and among the Grantors, Lender and the other Loan Parties from time to time party thereto.

B. Lender is willing to make the Loans to the Grantors, but only upon the condition, among others, that the Grantors 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, each Grantor has granted to Lender a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

D. AVOXI and Lender are parties to that certain Intellectual Property Security Agreement, dated as of November 30, 2018 (the "Original IP Security Agreement") and the parties hereto have agreed to amend and restate the Original IP Security Agreement on the terms set forth herein.

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, each Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure their respective obligations under the Loan Agreement, each Grantor grants and pledges to Lender a security interest in all of such 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; provided, the Intellectual Property Collateral granted hereunder shall not include any Excluded Property.

2. Each 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 each Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral of such Grantor 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 the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. 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.

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

6. Amendment and Restatement. The Grantors and Lender hereby agree that this Agreement amends and restates the Original IP Security Agreement in its entirety, and that, except as expressly provided herein, this Agreement in no way acts as a release or relinquishment of any Lien, including without limitation, the Liens created under the Original IP Security Agreement, and no novation has occurred with respect to any such Lien. Except as expressly provided herein, the Liens under the Original IP Security Agreement are hereby renewed, extended, ratified and confirmed by the Grantors party thereto in all respects.

[Signature Pages Follow]

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


Address of Grantor:

AVOXI, Inc.
1000 Circle 75 Parkway
Suite 500
Atlanta, Georgia 30339
Attn: Barbara Dondiego
Email: Barbara.dondiego@avoxi.com

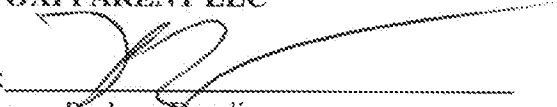
c/o AVOXI, Inc.
1000 Circle 75 Parkway
Suite 500
Atlanta, Georgia 30339
Attn: Barbara Dondiego
Email: Barbara.dondiego@avoxi.com

GRANTORS:

AVOXI, INC.

By: 
Name: Barbara Dondiego
Title: Chief Executive Officer

AVOXI PARENT LLC

By: 
Name: Barbara Dondiego
Title: Chief Executive Officer

[SIGNATURE PAGE - A&R INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 007801 FRAME: 0993

Address of Lender:

CIBC BANK USA
120 South LaSalle Street
Chicago, Illinois 60603
Attn: Andrew Kirk
Email: Andrew.Kirk@cibc.com

LENDER:

CIBC Bank USA

By: 
Name: Andrew Kirk
Title: Managing Director

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.	AVOXI GENIUS	88/355069	5889561	March 25, 2019	Registered October 22, 2019
AVOXI, Inc.	AVOXI	85/658675	4285967	June 22, 2012	Registered February 5, 2013
AVOXI, Inc.	BECAUSE BUSINESS IS CALLING	85/683382	4369979	July 12, 2012	Registered July 16, 2013
AVOXI, Inc.	SMART QUEUE	85/897758	4416258	April 8, 2013	Registered October 8, 2013