# OP \$40.00 4861812

ETAS ID: TM807761

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
OPENMETHODS, INC.	FORMERLY VCSR, INC.	05/03/2023	Corporation: CALIFORNIA

## **RECEIVING PARTY DATA**

Name:	AVIDBANK
Street Address:	1732 N. 1st Street, 6th Floor
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95112
Entity Type:	Corporation: CALIFORNIA

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4861812	POPFLOW

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

NAME OF SUBMITTER:	Patty Cheng
SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	05/03/2023

## **Total Attachments: 5**

source=OpenMethods\_-\_IP\_Security\_Agreement#page1.tif source=OpenMethods\_-\_IP\_Security\_Agreement#page2.tif source=OpenMethods\_-\_IP\_Security\_Agreement#page3.tif source=OpenMethods\_-\_IP\_Security\_Agreement#page4.tif source=OpenMethods\_-\_IP\_Security\_Agreement#page5.tif

TRADEMARK REEL: 008058 FRAME: 0581

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 3, 2023 by and between OpenMethods, Inc., a California corporation formerly known as VCSR, Inc. ("Grantor") and Avidbank, 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor, 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. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor 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 is executed and delivered by e-mail delivery of a ".pdf" format data file or electronic signature complying with the U.S. federal ESIGN Act of 2000, 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 ".pdf" or electronic signature page were an original hereof, with full legal force and effect, and the parties waive any rights they may have to object to such treatment.

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TRADEMARK REEL: 008058 FRAME: 0582 **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:	OPENMETHODS, INC.
1100 Main Street Kansas City, MO 64105	By: Gerrit V. Lydecker Jr  Gerrit V. Lydecker Jr
Attn: Gerrit Lydecker, Jr.	Print Name: Gerric V. Lydecker 37
	Title:
Address of Bank:	AVIDBANK
1732 N. 1st Street, 6th Floor	By: Porter Mckay
San Jose, CA 95112 Attn: Porter McKay	Print Name:Porter McKay
	Title: Senior Vice President

# EXHIBIT A

# Copyrights

Please Check Box if No Copyrights Exist ☑

Title Registration Number Registration Date

TRADEMARK REEL: 008058 FRAME: 0584

# Ехнівіт В

# **Patents**

Title	Application Number / Patent Number	Application Date / Issue Date
METHOD, SYSTEM AND APPARATUS FOR VISUAL	16/537420	2/16/21
PROGRAMMING OF INTERACTION WORKFLOWS FOR OMNI-	10,922,058	
CHANNEL CUSTOMER CONTACT CENTERS WITH INTEGRATED		
CUSTOMER RELATIONSHIP MANAGEMENT		
	16/162083	
METHOD, SYSTEM AND APPARATUS FOR VISUAL	10,534,586	1//14/20
PROGRAMMING OF INTERACTION WORKFLOWS FOR OMNI-		
CHANNEL CUSTOMER CONTACT CENTERS WITH INTEGRATED		
CUSTOMER RELATIONSHIP MANAGEMENT		
METHOD, SYSTEM AND APPARATUS FOR VISUAL	15/143561	10/17/18
PROGRAMMING OF INTERACTION WORKFLOWS FOR OMNI-	10,101,976	
CHANNEL CUSTOMER CONTACT CENTERS WITH INTEGRATED		
CUSTOMER RELATIONSHIP MANAGEMENT		

TRADEMARK REEL: 008058 FRAME: 0585

# Ехнівіт С

# **Trademarks**

<u>Description</u>	<u>Serial Number</u>	Registration Number	Application Date / Registration Date
INTERACTION	87240234		*
INTEGRATION			
PLATFORM			
OPENMETHODS	85163020	3989074	*
OPEN IVR	85137547	4030057	*
POPFLOW	86262128	4861812	12/1/15

TRADEMARK REEL: 008058 FRAME: 0586

**RECORDED: 05/03/2023** 

<sup>\* —</sup> indicates dead, abandoned or cancelled trademark