

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM335613

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Netnumber, Inc		03/17/2015	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Enterprise Bank		
<b>Street Address:</b>	222 Merrimack Street		
<b>City:</b>	Lowell		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01852		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2837684	NETNUMBER	
<b>Registration Number:</b>	2560568	NETNUMBER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6179464801		
<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>			
<b>Phone:</b>	617-946-4863		
<b>Email:</b>	afoley@seyfarth.com		
<b>Correspondent Name:</b>	Christopher P. Chappell		
<b>Address Line 1:</b>	Two Seaport Lane, Suite 300		
<b>Address Line 2:</b>	Seyfarth Shaw LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210-2028		
<b>ATTORNEY DOCKET NUMBER:</b>	75257-10		
<b>NAME OF SUBMITTER:</b>	Christopher P. Chappell		
<b>SIGNATURE:</b>	/CPC/		
<b>DATE SIGNED:</b>	03/19/2015		
<b>Total Attachments: 13</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

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This Intellectual Property Security Agreement dated March 10, 2015 is executed by and between NETNUMBER, INC., a Massachusetts corporation having a principal place of business located at 650 Suffolk Street, Lowell, Massachusetts 01854 (referred to herein as the "Debtor"), and ENTERPRISE BANK, a Massachusetts banking corporation having offices located at 222 Merrimack Street, Lowell, Massachusetts 01852 (the "Secured Party").

### RECITALS

A. Pursuant to the terms of that certain Business Loan Agreement (Asset Based) of even date herewith (as the same may be amended, restated or otherwise modified from time to time, the "Loan Agreement") by and between the Debtor and the Secured Party, the Secured Party has established a revolving credit facility in favor of the Debtor (the "Revolving Credit Facility"), evidenced by that certain Promissory Note of even date (as the same may be amended, restated or otherwise modified from time to time, the "Note") made by the Debtor payable to the order of the Secured Party. Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Loan Agreement.

B. To induce Secured Party to the establish the Loan in favor of Debtor pursuant to the terms of the Loan Agreement, Debtor desires to grant a security interest to Secured Party in all of Debtor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral (as defined in Section 1 hereof).

C. This Intellectual Property Security Agreement is being granted in addition to, and in conjunction with, that certain Commercial Security Agreement of even date granted by the Debtor in favor of the Secured Party (the "Commercial Security Agreement") and is intended to be read and interpreted in harmony with the Commercial Security Agreement. Any conflicts between the provisions of this Agreement and the Commercial Security Agreement shall be resolved in favor of (i) the more restrictive provision when considering the obligations of the Debtor, and (ii) the more favorable provision when considering the rights and remedies of the Secured Party.

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

**1. Security Interest.** As security for the Secured Obligations described in Section 2 hereof, the Debtor hereby grants to the Secured Party a security interest in, and pledges and assigns to the Secured Party, the property described below, together with any and all accessions, additions and improvements thereto and substitutions and replacements and proceeds thereof (hereinafter referred to collectively as the "Collateral"):

(a) All of the following property, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest (collectively, the "Patents"): (i) all letters patent of, or rights corresponding thereto, in the United States or in any other country, all registrations and recordings thereof, and all applications for letters patent of, or

rights corresponding thereto, in the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (ii) all reissues, continuations, continuations-in-part or extensions thereof; (iii) all petty patents, divisionals, and patents of addition; and (iv) all patents to be issued under any such applications, including, without limitation, all of the foregoing set forth on Schedule A attached hereto;

(b) All of the following property, now owned or hereafter acquired by the Debtor in which the Debtor now holds or hereafter acquires any interest (collectively, the "Copyrights"): (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof, or of any other country; (ii) all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, of any State thereof, or of any other country; (iii) all continuations, renewals or extensions thereof; and (iv) all registrations to be issued under any pending applications, including, without limitation, all of the foregoing set forth on Schedule B attached hereto;

(c) All of the following property, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest (collectively, the "Trademarks"): (i) all trademarks (registered, common law or otherwise), tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (and all goodwill associated therewith), prints and labels on which any of the foregoing have appeared or appear, and designs of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and (ii) all reissues, extensions or renewals thereof, including, without limitation, all of the foregoing set forth on Schedule C attached hereto;

(d) Any Patent license, Copyright license, Trademark license or other license of rights or interests now held or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest and any renewals or extensions thereof, including, without limitation, all of the foregoing set forth on Schedule D attached hereto;

(e) Debtor's software, source codes, trade secrets and inventions (whether or not patented or patentable);

(f) Debtor's technical information, procedures, processes, designs, knowledge, and know-how; Debtor's data bases, models and drawings;

(g) Debtor's skill, expertise, and experience; Debtor's websites, world wide web addresses, domain names, URL's, moral rights, publicity rights, mask works and any other proprietary, intellectual or industrial proprietary rights of any kind or nature that do not compromise or are not protected by the Patents, Trademarks, Copyrights or Licenses;

(h) Debtor's applications therefor and reissues, extensions, or renewals thereof; and

(i) Debtor's goodwill associated with any of the foregoing, together with Debtor's rights to sue for past, present and future infringement of the foregoing and the goodwill associated therewith.

**2. Secured Obligations.** The security interest hereby granted shall secure the due and punctual payment and performance of the Loan Agreement and the Note, including, without limitation all Indebtedness of the Debtor to the Secured Party (collectively, the "Secured Obligations").

**3. Special Warranties and Covenants of the Debtor.** The Debtor hereby warrants and covenants to the Secured Party that:

(a) The address shown at the beginning of this Agreement is the principal place of business of the Debtor (the "Premises"). The Debtor will not, without at least thirty (30) days prior written notice to the Secured Party, change (i) its principal place of business, (ii) any other place of business, or (iii) the location of any single item or related group of items of Collateral if in case of either (ii) or (iii) above such change of location of Collateral would require the Secured Party to file any additional financing statement to perfect their security interests in such Collateral.

(b) Except for the security interest granted hereby, the Debtor is, and as to the Collateral acquired after the date hereof the Debtor will be, the owner of the Collateral free from any lien, security interest, or encumbrance (other than liens or encumbrances arising by operation of law or the Loan Documents), and the Debtor will defend the Collateral against all claims and demands of all other persons. No other financing statement covering any of the Collateral is on file nor will the Debtor permit any adverse financing statement to be on file in any public office except such filings that evidence the Secured Party's security interest in the Collateral.

(c) The Debtor will not sell or otherwise dispose of any of the Collateral or any interest therein without the prior written consent of the Secured Party.

(d) The Debtor will promptly deliver, in form and substance satisfactory to the Secured Party (or if permitted by law, the Secured Party may themselves execute and file, and at the Secured Party's request, the Debtor will join with the Secured Party in executing, in all public offices wherever filing is deemed by the Secured Party to be necessary or desirable) such financing statements, certificates and other documents or instruments to enable the Secured Party to perfect or from time to time renew the security interests granted hereby, and to perfect or from time to time renew a security interest in any additional Collateral hereafter acquired by the Debtor or in any replacements or proceeds thereof.

(e) The Debtor does not, and in the absence of prior written notice to the Secured Party, the Debtor will not, conduct business under any trade name or name other than its corporate name.

(f) The Debtor will, in addition, from time to time at the request of the Secured Party, do, make, execute and deliver all such additional and further acts, things, deeds,

assurances and instruments as the Secured Party may require more completely to vest or confirm in and assure to the Secured Party its rights hereunder and in and to the Collateral.

(g) At their option, the Secured Party may discharge taxes (except those contested in good faith), liens, security interests, or other encumbrances (other than those permitted herein) at any time levied or placed on the Collateral, and may pay for and take any other action which they deem appropriate for the maintenance and preservation of the Collateral. The Debtor shall reimburse the Secured Party on demand for any payment made, or any expenses incurred, by the Secured Party pursuant to this Section 3(g).

(h) The Debtor shall notify the Secured Party promptly of all material claims against the Collateral. The Debtor shall not settle any material dispute or claim without the Secured Party's consent unless such settlement has no adverse impact on the Collateral or the Secured Party's security interest therein. Upon the occurrence of any Event of Default (as defined in Section 6 hereof), the Secured Party may settle or adjust disputes or claims directly with customers or account debtors for amounts and upon terms which they consider reasonably advisable; and where the Debtor receives collateral of any kind or nature by reason of transactions between itself and its customers or account debtors, they will hold the same on the Secured Party's behalf, subject to the Secured Party's instructions, and as property forming part of the Collateral.

**4. Rights of the Secured Party.** Upon the occurrence of any Event of Default (as defined in Section 6 hereof), such default not having previously been remedied or cured, the Secured Party may declare all of the Secured Obligations to be immediately due and payable and shall then have the rights and remedies of a secured party under the UCC or under any other applicable law, including, without limitation, the right to take possession of the Collateral and, in addition thereto, the right to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. The Secured Party may require the Debtor to make the Collateral (to the extent the same is moveable) available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party will give the Debtor at least ten (10) days' prior written notice at the address of the Debtor set forth above (or at such other address or addresses as the Debtor shall specify in writing to the Secured Party) of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Any such notice shall be deemed to meet any requirement hereunder or under any applicable law (including the UCC) that reasonable notification be given of the time and place of such sale or other disposition. After deducting all costs and expenses of collection, storage, custody, sale or other disposition and delivery (including reasonable legal costs and attorneys' fees and all out-of-pocket expenses incurred by the Secured Party) and all other charges against the Collateral, the residue of the proceeds of any such sale or disposition shall be applied to the payment of the Secured Obligations in such order of priority as the Secured Party shall determine and any surplus shall be returned to the Debtor or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtor). In the event the proceeds of any sale, lease or other disposition of the Collateral hereunder are insufficient to pay all of the Secured Obligations in full, the Debtor will be liable for the deficiency, together with interest thereon, at the Default Rate provided in the Loan Agreement and the cost and expenses of

collection of such deficiency, including (to the extent permitted by law), without limitation, reasonable legal costs and attorneys' fees, expenses and disbursements.

**5. Rights of Secured Party to Use and Operate Collateral.** Upon the occurrence and during the continuance of any Event of Default (as defined in Section 6 hereof), but subject to the provisions of the UCC or other applicable law, the Secured Party shall also have the right and power to take possession of all or any part of the Collateral, and to exclude the Debtor and all persons claiming under the Debtor wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same, exercising all rights and powers of the Debtor in respect thereto. Any income received by the Secured Party from the Collateral shall be applied to pay the expenses of maintaining and protecting the Collateral and conducting the Debtor's business, and to make all payments which the Secured Party may be required or may elect to make, if any, for taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments which the Secured Party may be required or authorized to make under any provision of this Agreement (including legal costs and reasonable attorneys' fees). The remainder of such income shall be applied to the payment of the Secured Obligations in such order of priority as the Secured Party shall determine and, unless otherwise provided by law or by a court of competent jurisdiction, any surplus shall be returned to the Debtor or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtor). Without limiting the generality of the foregoing, the Secured Party shall have the right to apply for and have a receiver appointed by a court of competent jurisdiction in any action taken by the Secured Party to enforce their rights and remedies hereunder in order to manage, protect and preserve the Collateral and continue the operation of the business of the Debtor and to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership including the compensation of the receiver and to the payment of the Secured Obligations as aforesaid until a sale or other disposition of such Collateral shall be finally made and consummated.

**6. Events of Default.** The Debtor shall be in default under this Agreement upon the happening of Default, as such term is defined in the Loan Agreement (herein called "Events of Default").

**7. Waivers.** The Debtor hereby waives presentment, demand, notice, protest and, except as is otherwise provided herein, all other demands and notices in connection with this Agreement or the enforcement of the rights of the Secured Party hereunder or in connection with the Secured Obligations or any Collateral and consents to and waives notice of the granting of renewals, extensions of time for payment or other indulgences to the Debtor or to any account debtor in respect of any account receivable, or the substitution, release or surrender of any Collateral, the addition or release of persons primarily or secondarily liable on any Secured Obligation or on any account receivable or other Collateral, the acceptance of partial payments on any Secured Obligation or on any account receivable or other Collateral and/or the settlement or compromise thereof. No delay or omission on the part of the Secured Party in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any such future occasion. The Debtor further waives any right it may have to notice (other than any requirement of notice provided herein) prior to the exercise of any right or remedy provided by this Agreement to the Secured Party and waives its rights, if any, to set aside

or invalidate any sale duly consummated in accordance with the foregoing provisions hereof on the grounds (if such be the case) that the sale was consummated without a prior judicial hearing. The Debtor's waivers under this Section 7 have been made voluntarily, intelligently and knowingly and after the Debtor has been apprised and counseled by its attorneys as to the nature thereof and its possible alternative rights.

**8. Termination and Assignment.** This Agreement and the security interests in the Collateral created hereby shall terminate when the Secured Obligations have been indefeasibly paid and finally discharged in full or upon a written release provided to the Debtor by the Secured Party. No waiver by the Secured Party or by any other holder of Secured Obligations of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. In the event of a sale or assignment by the Secured Party of all or any of the Secured Obligations held by the Secured Party, such Secured Party may assign or transfer their rights and interest under this Agreement in whole or in part to the purchaser or purchasers of such Secured Obligations, whereupon such purchaser or purchasers shall become vested with all of the powers and rights of such Secured Party hereunder, and such Secured Party shall thereafter be forever released and fully discharged from any liability or responsibility hereunder with respect to the rights and interest so assigned.

**9. Governmental Approvals.** The Secured Party acknowledges that in connection with any exercise by the Secured Party of its rights hereunder to dispose of or operate under the authorizations, permits and licenses covered hereby, it may be necessary to obtain the prior consent or approval of certain governmental authorities or instrumentalities. Notwithstanding anything to the contrary contained herein or in any security document, neither the Secured Party nor the Debtor will take any action pursuant to this Agreement or any of the security documents which would constitute or result in any assignment of a license, if such assignment of license would require under then existing law, the prior approval of any governmental authority or instrumentality, without first obtaining such approval of such governmental authority or instrumentality. Upon the exercise by the Secured Party of any power, right, privilege or remedy pursuant to this Agreement which requires any consent, approval, recording, qualification or authorization of any governmental authority or instrumentality, the Debtor will execute and deliver, or will cause the execution and delivery of, all applications, certificates, instruments and other documents and papers that the Secured Party may be required to obtain for such governmental consent, approval, recording, qualification or authorization.

**10. Reinstatement.** This Agreement shall continue to be effective, or be reinstated, as the case may be, at any time any amount received by the Secured Party in respect of the Secured Obligations must, by order of a court, be restored or returned by the Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Debtor or upon the appointment of an intervenor or conservator of, or trustee or similar official for the Debtor or any substantial part of its properties, or otherwise, all as though such payments had not been made.

**11. Notices.** Except as otherwise provided herein, notice to the Debtor or to the Secured Party shall be given as set forth in the Loan Agreement.

**12. Assignment.** If, at any time or times, by assignment or otherwise, the Secured Party transfers its interest in the Secured Obligations or other collateral therefor, such transfer



shall carry with it the Secured Party's powers and rights under this Agreement with respect to the Secured Obligations and interest in other collateral so transferred, and the transferee shall become vested with said powers and rights whether or not they are specifically referred to in any instrument of transfer. If and to the extent that the Secured Party retains any portion of the Secured Obligations, or interest in other collateral, the Secured Party will continue to have the rights and powers herein set forth with respect thereto.

**13. Amendment; Miscellaneous.** The terms of this Agreement may be amended, modified or waived only with the written consent of the Debtor and the Secured Party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and the term "Secured Party" shall be deemed to include any other holder or holders of any of the Secured Obligations. In case a court of competent jurisdiction shall hold any provision in this Agreement to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

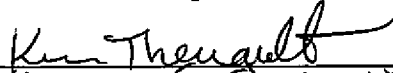
**14. Governing Law and Jurisdiction.** This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of The Commonwealth of Massachusetts. The Debtor, to the extent that it may lawfully do so, hereby consents to the jurisdiction of the courts of The Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any such courts. The Debtor further agrees, to the extent that it may lawfully do so, that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it as set forth in the Loan Agreement or as otherwise provided under the laws of The Commonwealth of Massachusetts.

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IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed as a sealed instrument as off the date first above written.

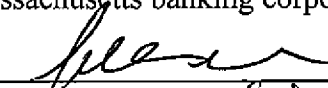
DEBTOR:

NetNumber, Inc.,  
a Massachusetts corporation

By:   
Name: Kenneth S. Theriault  
Title: Treasurer + Secretary

SECURED PARTY:

Enterprise Bank,  
a Massachusetts banking corporation

By:   
Name: Arthur M. Santos  
Title: Senior Vice President

## SCHEDULE A

### **Patents**

#### **1. METHOD AND APPARATUS FOR CORRELATING A UNIQUE IDENTIFIER, SUCH AS A PSTN TELEPHONE NUMBER, TO AN INTERNET ADDRESS TO ENABLE COMMUNICATIONS OVER THE INTERNET**

U.S. Patent No. 6539077, Issued March 25, 2003

U.S. Patent No. 6748057, Issued June 8, 2004

European Patent No. 1142286, Published October 10, 2001

Australian Patent No. 3115700, Published July 24, 2000

U.S. Publication No. 2004218747, Published November 4, 2004

WO Publication No. 0041383, Published July 13, 2000

#### **2. METHOD AND APPARATUS FOR IDENTIFYING AND REPLYING TO A CALLER**

Australian Patent No. 748758, Published June 13, 2002

Australian Patent No. 4334799, Published December 20, 1999

Chinese Patent No. 1146214, Published April 14, 2004

European Patent No. 1084557, Published November 17, 2004

Japanese Publication No. 2002517953, Published June 18, 2002

U.S. Publication No. 2002049768, Published April 25, 2002

WO Publication No. 9963734, Published March 9, 2000

#### **3. METHOD AND APPARATUS TO AUTOMATICALLY ADDRESS A VOICE MAIL REPLY TO A VOICE MAIL MESSAGE**

U.S. Patent No. 6292799, Issued September 18, 2001

**4. METHOD AND APPARATUS FOR ACCESSING A NETWORK COMPUTER TO ESTABLISH A PUSH-TO-TALK SESSION**

U.S. Patent No. 7522931, Issued April 21, 2009

U.S. Publication No. 2009203331, Published August 13, 2009

**5. SYSTEM AND METHOD FOR ANONYMOUS MICRO-TRANSACTIONS**

U.S. Publication No. 2014129447, Published May 8, 2014

WO Publication No. 2014071290, Published May 8, 2014

**6. METHOD AND APPARATUS FOR REMOTE PRINTING OF A DOCUMENT**

Austrian Patent No. 324006, Published May 15, 2006

Australian Patent No. 2487800, Published July 24, 2000

German Publication No. 69930963, Published January 4, 2007

European Patent No. 1141816, Published October 10, 2001

Spanish Patent No. 2260954, Published November 1, 2006

Japanese Publication No. 2002534914, Published October 15, 2002

WO Publication No. 0041064, Published July 13, 2000

**SCHEDULE B**

**Copyrights**

**Public Catalog**

Copyright Catalog (1978 to present)

**Your search found no results.**

**SCHEDULE C**

**Trademarks**



**Registration Number** 2,837,684  
**Registration Date** May 4, 2004

**NETNUMBER**

**Registration Number** 2,560,568  
**Registration Date** April 9, 2002

**SCHEDULE D**

**Licenses**