

03/15/2011

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

EET

3/11/11



103619950

To the Director of the U.S. Patent and Trademark Office, please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

LiveVox, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) February 28, 2011

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other

2. Name and address of receiving party(ies)

Name R & D Bauer Ventures L P

Internal Address Suite 2160

Street Address 4400 Post Oak Parkway

City Houston

State Texas

Country USA Zip 77027

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A Patent Application No (s)

11/029,824

☐ This document is being filed together with a new application

B Patent No (s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name Darice Angel

Internal Address Suite 5100

Street Address 1301 McKinney

City Houston

State Texas Zip 77010

Phone Number 713-651-5558

Fax Number 713-651-5246

Email Address dangel@fulbright.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

☐ Authorized to be charged to deposit account

☒ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

03/15/2011 MTH011 00000022 11029824
Deposit Account Number

01 FC:0021

Authorized User Name

40.00 04

9. Signature:

Darice Angel
Signature

3-3-11

Date

Darice Angel
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents

10

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, this "**Agreement**") is made as of this 28th day of February, 2011, by and between LIVEVOX, INC., a Delaware corporation (the "**Grantor**"), having a principal place of business at 450 Sansome Street, Suite 900, San Francisco, California 94111, and R & D BAUER VENTURES L.P., a Texas limited partnership ("**Secured Party**"), having a principal place of business at 4400 Post Oak Parkway, Suite 2160, Houston, Texas 77027

BACKGROUND

The Grantor and LiveVox International, Inc., a Delaware corporation and wholly owned subsidiary of the Grantor (together with the Grantor, the "**Loan Parties**") are indebted to Secured Party under, and as memorialized by, that certain Amended and Restated Secured Promissory Note in the principal amount of Two Million Five Hundred Thousand Dollars (USD \$2,500,000.00) dated on the date hereof (as amended, restated, supplemented or modified from time to time, the "**Promissory Note**") executed by the Loan Parties in favor of Secured Party. As a condition to the loan provided by Secured Party to the Loan Parties under the Promissory Note, and in order to secure the outstanding obligations of the Loan Parties to Secured Party under the Promissory Note, the Grantor has agreed to amend and restate that certain Intellectual Property Security Agreement dated as of December 31, 2009 (the "**2009 Intellectual Property Security Agreement**") made by and between Grantor and Secured Party and to pledge and grant to Secured Party a security interest in and lien upon all of its IP Collateral (as defined below), all as more fully set forth herein

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the Grantor and Secured Party agree to amend and restate the 2009 Intellectual Property Security Agreement in its entirety as follows.

1 **Definitions.** Any terms (regardless of capitalization) used in this Agreement that are defined in the applicable Uniform Commercial Code and not otherwise defined herein shall have the meanings assigned to those terms by such Uniform Commercial Code. In addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth below, unless the context otherwise requires:

"Obligations" means all indebtedness and other liabilities and obligations of the Loan Parties to Secured Party arising under the Promissory Note, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party of any proceeding under any law relating to bankruptcy, insolvency or reorganization or relief of debtors naming any Loan Party as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding, in each case, including any extensions, modifications, substitutions, amendments and renewals thereof, whether for principal, interest, fees, expenses, indemnification, or otherwise.

2 **Grant of Security Interest** As security for the full and prompt payment and performance of the Obligations when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, the Grantor pledges to Secured Party, and grants to Secured Party a general lien upon and continuing security interest in and to, the collateral described in clauses (a) through (h) of this Section 2, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest (collectively, the "**IP Collateral**"). This Agreement is intended to create a presently existing and continuing perfected security interest which is intended to attach immediately upon execution and delivery hereof

(a) The U S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule 1 attached hereto;

(b) The U.S. and foreign patents and patent applications set forth on Schedule 2 attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same;

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule 3 attached hereto and all goodwill associated with the foregoing;

(d) The domain names and registrations set forth on Schedule 4 attached hereto and all goodwill associated with the foregoing,

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights,

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all proceeds of any of the foregoing

3. Continuing Obligations of the Grantor. Secured Party is hereby authorized to file, with or without the signature of the Grantor, as applicable, and the Grantor shall, at any time and from time to time, execute and deliver to Secured Party such financing statements, confirmations, renewals, notices and other documents as Secured Party may in Secured Party's reasonable discretion deem necessary to perfect, preserve and protect Secured Party's security interest in any item of IP Collateral or to implement and continue Secured Party's rights and remedies with respect thereto. Secured Party hereby authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this Agreement is submitted) file and record this Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Secured Party in the IP Collateral

4 Miscellaneous

(a) This Agreement has been entered into in conjunction with the provisions of and the security interest granted to Secured Party under that certain Amended and Restated Security Agreement by and among the Loan Parties and Secured Party dated on the date hereof (as amended, restated, supplemented or modified from time to time, the "Security Agreement") The rights and remedies of the Grantor and Secured Party with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Security Agreement, all the terms and provisions of which are hereby incorporated herein by reference. If any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern

(b) This Agreement and Secured Party's rights hereunder are subject, in all respects, to the terms and conditions of that certain Amended and Restated Intercreditor Agreement dated on the date hereof (as amended, restated, supplemented or modified from time to time, the "Intercreditor Agreement") among Secured Party, Jon Charles Buff and Richard J. Riley Separate Property Trust. In the event of any conflict between the terms and conditions of this Agreement and the Intercreditor Agreement, the terms and conditions of the Intercreditor Agreement shall control

(c) This Agreement shall be construed and enforced in accordance with and governed by the substantive laws in effect in the State of New York, without regard to principles of conflicts of law

(d) THE GRANTOR CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE STATE OF NEW YORK IN CONNECTION WITH ANY CLAIM OR DISPUTE ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT AND IRREVOCABLY

WAIVES THE DEFENSE OF AN INCONVENIENT FORUM. THE GRANTOR WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT.

(e) This Agreement may be executed in any number of counterparts (and by the different parties hereto in different counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this Agreement.

5 Amendment and Restatement

(a) As of the date hereof, the 2009 Intellectual Property Security Agreement is amended, restated and superseded in its entirety hereby. The parties hereto acknowledge and agree that this Intellectual Property Security Agreement and the other loan documents executed and delivered in connection herewith do not constitute a novation or termination of the obligations under the Intellectual Property Security Agreement or the other loan documents as in effect prior to the date hereof.

(b) Notwithstanding the modifications effected by this Intellectual Property Security Agreement of the representations, warranties and covenants of the Borrower contained in the 2009 Intellectual Property Security Agreement, each of the Grantors acknowledges and agrees that any causes of action or other rights created in favor of the Secured Party or its successors arising out of the representations and warranties of the Grantors contained in or delivered in connection with the 2009 Intellectual Property Security Agreement shall survive the execution, delivery and effectiveness of this Intellectual Property Security Agreement.

(c) All indemnification obligations of the Grantors arising under the 2009 Intellectual Property Security Agreement (including any arising from a breach of the representations thereunder) shall survive the execution, delivery and effectiveness of this Intellectual Property Security Agreement

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor and Secured Party have duly executed this Agreement as of the day and year first above written.

LIVEVOX, INC

By

Name: Louis Summe
Title: President

R & D BAUER VENTURES L P

By

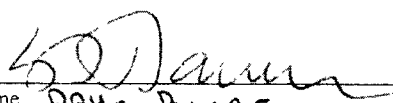
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantor and Secured Party have duly executed this Agreement as of the day and year first above written

LIVEVOX, INC

By _____
Name
Title

R & D BAUER VENTURES L P

By: 
Name Doug Bauer
Title President of the General Partner

SCHEDULE 1

LiveVox, Inc.

None

LiveVox International, Inc.

None

SCHEDULE 2

LiveVox, Inc

Patent. "System for Remote Control of an Automated Call System" (Appl No. 11/029,824), granted on June 10, 2008.

LiveVox International, Inc.

None

SCHEDULE 3

LiveVox, Inc.

TELECOLLECTOR (U.S. PTO Serial No. 78401960)

LiveVox International, Inc.

None

SCHEDULE 4

LiveVox, Inc

livevox.net
livevox.com
livevoxclient.com
net2vox.com
net2vox.net
tfhclient.com
voipdialer.com
voiceportal.com
livevox-hosted-dialer.com
livevox.info

LiveVox International, Inc.

None