

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDMENT NUMBER TWO TO PATENT SECURITY
CONVEYING PARTY DATA	
Name	Execution Date
NOBLE SYSTEMS CORPORATION	09/25/2012
RECEIVING PARTY DATA	
Name:	WELLS FARGO CAPITAL FINANCE, INC., formerly known as Wells Fargo Foothill, Inc., as Agent
Street Address:	2450 Colorado Avenue, Suite 3000W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	7142662
Patent Number:	7239692
Patent Number:	7054434
Patent Number:	7103173
Patent Number:	7158629
Patent Number:	7715546
Patent Number:	5802161
Patent Number:	7805395
Patent Number:	7502460
Patent Number:	8051030
Patent Number:	8175258
Application Number:	11469117
CORRESPONDENCE DATA	
Fax Number:	2136270705

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PATENT
 REEL: 029041 FRAME: 0269

CH \$480.00 7142662

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Minette M. Tayco, c/o Paul Hastings LLP
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Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:

NOBLE(45035.250):PATENT2

NAME OF SUBMITTER:

Minette M. Tayco

Total Attachments: 6

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**AMENDMENT NUMBER TWO TO
PATENT SECURITY AGREEMENT**

THIS AMENDMENT NUMBER TWO TO PATENT SECURITY AGREEMENT, dated as of September 25, 2012 (this "Amendment"), is delivered pursuant to Section 5 of that certain Patent Security Agreement, dated as of June 28, 2007 (as amended by that certain Amendment Number One to Patent Security Agreement, dated as of July 16, 2012, the "Patent Security Agreement"), by and among Grantors listed on the signature pages thereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, INC.**, formerly known as Wells Fargo Foothill, Inc., a California corporation, as the arranger and administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Patent Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Grantors and Agent are parties to that certain Patent Security Agreement recorded with the United States Patent and Trademark Office on or about July 29, 2007; and

WHEREAS, the Grantor listed on the signature page hereof and Agent wish to amend the Patent Security Agreement by adding certain Patents to the Patent Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Patent Security Agreement as follows:

1. Grantor and Agent hereby agree that (a) Schedule A to the Patent Security Agreement is hereby amended to include the Patent Collateral listed on Schedule A attached hereto (in addition to the other Patent Collateral described in Schedule A to the Patent Security Agreement) and (b) the Patent Collateral listed on Schedule A attached hereto shall be and become part of the Patent Collateral referred to in the Patent Security Agreement and Schedule A attached thereto and shall secure all Secured Obligations pursuant to the Patent Security Agreement.

2. Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of Grantors' right, title, and interest in, to, and under the Patent Collateral identified on Schedule A to the Patent Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Patent Collateral identified on Schedule A attached hereto; (c) represents and warrants that the representations and warranties in the Patent Security Agreement, as amended by this Amendment, are true and correct in all respects on and as of the date hereof, as though made on such date; and (d) agrees that the Patent Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of Georgia.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

5. This Amendment is a Loan Document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this
Amendment as of the date first written above.

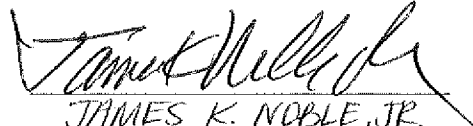
GRANTOR:

NOBLE SYSTEMS CORPORATION,
a Georgia corporation

By:

Name:

Title:


JAMES K. NOBLE, JR.
PRESIDENT

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO
TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 029041 FRAME: 0273

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, INC.,
a California corporation

By:

Name:

Title:


Chris Parker

Vice President

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO
TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 029041 FRAME: 0274

SCHEDULE A
to
AMENDMENT NUMBER TWO TO PATENT SECURITY AGREEMENT

Title	Patent Number/ Application Number	Issue Date/ Filing Date	Assignee of Record	Status
Method and system for distributing outbound telephone calls	7,142,662	November 28, 2006	Austin Logistics Incorporated	7.5 Mfee due 05/28/14; 11.5 Mfee due 05/28/18
Method and system for distributing outbound telephone calls	7,239,692	July 3, 2007	Austin Logistics Incorporated	7.5 Mfee due 01/03/15; 11.5 Mfee due 01/03/19
System and method for common account based routing of contact records	7,054,434	May 30, 2006	Austin Logistics Incorporated	7.5 Mfee due 11/30/13; 11.5 Mfee due 11/30/17
System and method for preemptive goals based routing of contact records	7,103,173	September 5, 2006	Austin Logistics Incorporated	7.5 Mfee due 03/05/14; 11.5 Mfee due 03/05/18
System and method for preemptive goals based routing of contact records	7,158,629	January 2, 2007	Austin Logistics Incorporated	7.5 Mfee due 07/02/14; 11.5 Mfee due 07/02/18
System and method for updating contact records	7,715,546	May 11, 2010	Austin Logistics Incorporated	3.5 Mfee due 11/11/13; 7.5 Mfee due 11/11/17; 11.5 Mfee due 11/11/21
Method and system for optimized scheduling	5,802,161	September 1, 1998	Austin Logistics Incorporated	All mfees paid
System and method for automated population	7,805,395	September 28, 2010	Austin Logistics Incorporated	3.5 Mfee due 03/28/14; 7.5 Mfee due 03/28/18; 11.5

Title	Patent Number/ Application Number	Issue Date/ Filing Date	Assignee of Record	Status
splitting to assist task management through analytics				Mfee due 03/28/22
Method and system for distributing outbound telephone calls	7,502,460	March 10, 2009	Austin Logistics Incorporated	3.5 Mfee due 09/10/12; 7.5 Mfee due 09/10/16; 11.5 Mfee due 09/10/20
System and method for common account based routing of contact records	8,051,030	November 1, 2011	Austin Logistics Incorporated	3.5 Mfee due 05/01/15; 7.5 Mfee due 05/01/19; 11.5 Mfee due 05/01/23
System and method for automated population splitting to assist task management through analytics	8,175,258	May 8, 2012	Austin Logistics Incorporated	Awaiting Issued Patent
System and Method for Contact Device Dynamic Downloads	11/469,117	August 31, 2006	Austin Logistics Incorporated	Reply Brief filed January 3, 2012 – Per PAIR 05/03/12; Appeal ready for BPAI review; Appeal Number assigned