

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CallWave Communications, LLC	11/07/2012
RECEIVING PARTY DATA	
Name:	Technology Investment Holdings, LLC
Street Address:	1421 State Street, Ste. B
City:	Santa Barbara
State/Country:	CALIFORNIA
Postal Code:	93101
PROPERTY NUMBERS Total: 43	
Property Type	Number
Patent Number:	6879677
Patent Number:	7308081
Patent Number:	6738461
Patent Number:	7266185
Patent Number:	7508927
Patent Number:	7839987
Patent Number:	6968174
Patent Number:	7292841
Patent Number:	7907933
Patent Number:	7103167
Patent Number:	7636428
Patent Number:	8064588
Patent Number:	6477246
Patent Number:	6898275
Patent Number:	7397910

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Patent Number:	7688958
Patent Number:	7555110
Patent Number:	7822188
Patent Number:	7460653
Patent Number:	8213581
Patent Number:	7409048
Patent Number:	8259911
Patent Number:	7818734
Patent Number:	8286155
Patent Number:	7965825
Patent Number:	8107609
Patent Number:	7852749
Patent Number:	8000455
Patent Number:	8165572
Patent Number:	8270582
Patent Number:	8085922
Patent Number:	8121626
Patent Number:	8295865
Patent Number:	8102986
Patent Number:	8218736
Patent Number:	8214338
Patent Number:	7742586
Patent Number:	8165278
Application Number:	12835965
Application Number:	12479595
Application Number:	11496968
Application Number:	13349855
Application Number:	11971097

CORRESPONDENCE DATA

Fax Number: 8059663320

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

Email: smartin@rppmh.com

Correspondent Name: Sherrie Martin

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Sherrie Martin

Total Attachments: 6

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules hereto, this "Patent Security Agreement") is made and entered into, effective as of November 7, 2012 (the "Effective Date"), between **Callwave Communications, LLC**, a Delaware limited liability company ("Debtor"), and **Technology Investment Holdings, LLC**, a Delaware limited liability company ("Secured Party").

RECITALS:

WHEREAS, Debtor and Secured Party are parties to that certain Loan Agreement dated as of November 7, 2012 (as it may from time to time be amended, supplemented, modified, restated or amended and restated, the "Loan Agreement"), pursuant to the terms of which, *inter alia*, Secured Party loaned funds to Debtor under that certain Loan Agreement;

WHEREAS, Secured Party is willing to make a term loan available to Debtor on the terms and conditions set forth in the Loan Agreement, but only upon the condition, among others, that Debtor shall have executed and delivered to Secured Party, that certain Loan Agreement and that certain Security Agreement dated as of November 7, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Debtor is required to execute and deliver to Secured Party, this Patent Security Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Debtor hereby grants to Secured Party a continuing first priority security interest (subject to Permitted Liens) in all of Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

1.1 all of its Patents, including, without limitation, those patents and applications, registrations and recordings described in Schedule A attached hereto and made a part hereof, and licenses relating to Patents to which it is a party;

1.2 all reissues, continuations, continuations-in-part or extensions of the foregoing; and

1.3 all products and proceeds of the foregoing, including, any claim by Debtor against third parties for past, present or future infringement or dilution of any Patent or any license relating to a Patent.

2. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secures the payment and performance of all of the Obligations, whether now existing or arising hereafter.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in

the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Debtor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto, subject to the terms of the Security Agreement. Debtor shall give prompt notice in writing to Secured Party with respect to any such new patent rights as provided in the Security Agreement.

5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other loan document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Debtor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

"LENDER:"

TECHNOLOGY INVESTMENT HOLDINGS,
LLC, a Delaware limited liability company

By Michael E. Phan
Name & title: Michael E. Phan, Manager

"BORROWER:"

CALLWAVE COMMUNICATIONS, LLC, a
Delaware limited liability company

By Richard Sanders
Richard Sanders, Manager

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

ISSUED PATENTS

Patent No.	Title	Issue Date	Docket Number
6,879,677	METHODS AND SYSTEMS FOR TELEPHONY CALL COMPLETION	04/12/2005	CWAV.001A
7,308,081	METHODS AND SYSTEMS FOR TELEPHONY CALL COMPLETION	12/11/2007	CWAV.001C1
6,738,461	METHODS AND APPARATUS FOR RETURNING A CALL OVER A TELEPHONY SYSTEM	05/18/2004	CWAV.002A
7,266,185	METHODS AND APPARATUS FOR RETURNING A CALL OVER A TELEPHONY SYSTEM	09/04/2007	CWAV.002C1
7,508,927	METHODS AND APPARATUS FOR RETURNING A CALL OVER A TELEPHONY SYSTEM	03/24/2009	CWAV.002C1C2
7,839,987	METHODS AND SYSTEMS FOR CREATING A DYNAMIC CALL LOG AND CONTACT RECORDS	11/23/2010	CWAV.002C1CP1
6,968,174	CALL ROUTING APPARATUS	11/22/2005	CWAV.004A
7,292,841	CALL ROUTING APPARATUS	11/06/2007	CWAV.004C1
7,907,933	CALL ROUTING APPARATUS	03/15/2011	CWAV.004C2
7,103,167	SYSTEMS AND METHODS FOR CALL SCREENING	09/05/2006	CWAV.007A
7,636,428	SYSTEMS AND METHODS FOR CALL SCREENING	12/22/2009	CWAV.007C1
8,064,588	SYSTEMS AND METHODS FOR CALL SCREENING	11/22/2011	CWAV.007C2
6,477,246	METHOD AND APPARATUS FOR PROVIDING EXPANDED TELECOMMUNICATIONS SERVICE	11/05/2002	CWAV.011A
6,898,275	METHOD AND APPARATUS FOR PROVIDING EXPANDED TELECOMMUNICATIONS SERVICE	05/24/2005	CWAV.011C1
7,397,910	METHOD AND APPARATUS FOR PROVIDING EXPANDED TELECOMMUNICATIONS SERVICE	07/08/2008	CWAV.011C2
7,688,958	METHODS AND APPARATUS FOR PROVIDING EXPANDED TELECOMMUNICATIONS SERVICE	03/30/2010	CWAV.011CP1
7,555,110	METHODS AND APPARATUS FOR PROVIDING EXPANDED TELECOMMUNICATIONS SERVICE	06/30/2009	CWAV.011CP2
7,822,188	METHODS AND APPARATUS FOR PROVIDING EXPANDED	10/26/2010	CWAV.011CP3

	TELECOMMUNICATIONS SERVICE		
7,460,653	APPARATUS AND METHODS FOR TELECOMMUNICATION AUTHENTICATION	12/02/2008	CWAV.015A
8,213,581	APPARATUS AND METHODS FOR TELECOMMUNICATION AUTHENTICATION	07/03/2012	CWAV.015C1
7,409,048	CALL PROCESSING AND SUBSCRIBER REGISTRATION SYSTEMS AND METHODS	08/05/2008	CWAV.020A
8,259,911	CALL PROCESSING AND SUBSCRIBER REGISTRATION SYSTEMS AND METHODS	09/04/2012	CWAV.020C1
7,818,734	METHODS AND SYSTEMS FOR TRANSFERRING DATA OVER A NETWORK	10/19/2010	CWAV.021A
8,286,155	METHODS AND SYSTEMS FOR TRANSFERRING DATA OVER A NETWORK	10/09/2012	CWAV.021C2
7,965,825	METHODS AND SYSTEMS FOR TRANSFERRING VOICE MESSAGES AND FAXES OVER A NETWORK	06/21/2011	CWAV.022C1
8,107,609	METHODS AND SYSTEMS FOR TELEPHONY CALL-BACK PROCESSING	01/31/2012	CWAV.023A2
7,852,749	METHODS AND SYSTEMS FOR ROUTING TELECOMMUNICATIONS	12/14/2010	CWAV.027A
8,000,455	METHODS AND SYSTEMS FOR CALL PROCESSING	08/16/2011	CWAV.033A
8,165,572	METHODS AND SYSTEMS FOR CALL PROCESSING IN A WIRELINE AND WIRELESS	04/24/2012	CWAV.042A
8,270,582	METHODS AND SYSTEMS FOR ROUTING CALLS	09/18/2012	CWAV.049A
8,085,922	METHODS AND SYSTEMS FOR SPEED DIALING	12/27/2011	CWAV.052A
8,121,626	METHOD AND SYSTEMS FOR SHORT MESSAGE FORWARDING SERVICES	02/21/2012	CWAV.053A
8,295,865	METHOD AND SYSTEMS FOR SHORT MESSAGE FORWARDING SERVICES	10/23/2012	CWAV.053C1
8,102,986	METHODS AND SYSTEMS FOR PROVIDING TELECOMMUNICATIONS SERVICES	01/24/2012	CWAV.060A
8,218,736	METHODS AND SYSTEMS FOR CONFIRMING MESSAGE DELIVERY	07/10/2012	CWAV.064A
8,214,338	METHODS AND SYSTEMS FOR	07/03/2012	CWAV.072A

	MEDIA STORAGE		
7,742,586	ENHANCED SERVICE LEVELS FOR CALL-PROCESSING SERVICES	06/22/2010	CWAV.085A
8,165,278	ENHANCED SERVICE LEVELS FOR CALL-PROCESSING SERVICES	04/24/2012	CWAV.085C1

PATENT APPLICATIONS

Application/Patent No.	Title	Filing/Pub Date	Docket Number
12/835965	Methods and Systems for Telephony Call Completion	07/14/2010	CWAV.001C2C1
12/479595	Methods and Apparatus for Providing Expanded Telecommunications Service	06/05/2009	CWAV.0011CP2C1 (issue fee paid)
11/496968	Methods and Systems for Providing Telephony Services to Fixed and Mobile Telephonic Devices	08/01/2006	CWAV.031A
13/349855	Methods and Systems for Providing Telecommunications Services	01/13/2012	CWAV.060C1 (issue fee paid)
11/971097	Methods and Systems for Managing Telecommunications	01/08/2008	CWAV.070A (issue fee paid)