

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
SOUNDBITE COMMUNICATIONS, INC.	08/26/2013
RECEIVING PARTY DATA	
Name:	Goldman Sachs Bank USA
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
PROPERTY NUMBERS Total: 19	
Property Type	Number
Patent Number:	8462918
Patent Number:	8379834
Patent Number:	8280031
Patent Number:	8270594
Patent Number:	8270575
Patent Number:	7054419
Patent Number:	6829331
Patent Number:	6785363
Application Number:	13620762
Application Number:	13620778
Application Number:	13620780
Application Number:	12629298
Application Number:	12731681
Application Number:	12753158
Application Number:	13346860

CH \$760.00 8462918

Application Number:	13348427
Application Number:	13710499
Application Number:	13717209
Application Number:	13769417

CORRESPONDENCE DATA

Fax Number: 2128225096

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

Email: nbrowand@milbank.com

Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP

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Address Line 2: Attn: Nathaniel T. Browand

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ATTORNEY DOCKET NUMBER:	30045.35500
NAME OF SUBMITTER:	Nathaniel T. Browand
Signature:	/Nathaniel T. Browand/
Date:	08/26/2013

Total Attachments: 6

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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Agreement"), dated as of August 26, 2013, is entered into by the undersigned (the "Grantor") in favor of Goldman Sachs Bank USA, as collateral agent (together with its successors, in such capacity, the "Collateral Agent").

WHEREAS, the Grantor has executed and delivered that certain Assumption Agreement, dated as of the date hereof, in favor of the Collateral Agent, pursuant to which the Grantor has joined that certain U.S. Pledge and Security Agreement, dated as of February 8, 2013, executed in favor of the Collateral Agent (the "Pledge and Security Agreement") and has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title, and interest in and to the Patent Collateral (as defined below);

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms of the Pledge and Security Agreement, the Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Patent Collateral"), as collateral security for the prompt and complete payment and performance when due of the Obligations of the Grantor:

(i) all United States and foreign patents and applications now or hereafter made for letters patent throughout the world, including, but not limited to, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, and reexaminations of any of the foregoing; (iii) the right to sue for past, present and future infringements of any of the foregoing, and (iv) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature page follows]


IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

SOUNDBITE COMMUNICATIONS, INC.

By: 
Name: Mark Alloy
Title: AUTHORIZED SIGNATORY

GOLDMAN SACHS USA BANK, as Collateral Agent

By: _____

(Authorized Signatory)

Gabriel Jacobson
Authorized Signatory

[Signature Page to Patent Security Agreement]

PATENT
REEL: 031086 FRAME: 0703

SCHEDULE A

Grantor	Title	Filing Date	App. Number	Pat. Number	Issue Date
SoundBite Communications, Inc.	Method and system for managing interactive communications campaigns with text messaging	11/25/2009	12/626,312	8,462,918	6/11/2013
SoundBite Communications, Inc.	Method and system for managing interactive communications campaigns	1/21/2006	11/336,151	8,379,834	2/19/2013
SoundBite Communications, Inc.	Method and system for managing interactive communications campaign using a hold queue	1/08/2009	12/350,745	8,280,031	10/02/2012
SoundBite Communications, Inc.	Method and system for managing interactive communications campaign with reduced customer-to-agent connection latency	1/08/2009	12/350,738	8,270,594	9/18/2012
SoundBite Communications, Inc.	Managing interactive communications campaigns	11/25/2009	12/626,291	8,270,575	9/18/2012
SoundBite Communications, Inc.	Answering machine detection for voice message delivery method and system	4/23/2001	09/839,840	7,054,419	5/30/2006
SoundBite Communications, Inc.	Address book for a voice message delivery method and system	1/18/2002	10/051,453	6,829,331	12/07/2004
SoundBite Communications, Inc.	Voice message delivery method and system	1/02/2001	09/751,931	6,785,363	8/31/2004
SoundBite Communications, Inc.	Method and system for managing interactive communications campaign with reduced customer-to-agent connection latency	09/15/2012	13/620,762		
SoundBite Communications, Inc.	Method and system for managing interactive communications campaign using a hold queue	09/15/2012	13/620,778		
SoundBite Communications, Inc.	Managing interactive communications campaigns	09/15/2012	13/620,780		

SoundBite Communications, Inc.	Method and system for managing interactive communications campaigns with call pacing	12/02/2009	12/629,298		
SoundBite Communications, Inc.	Method and system for managing interactive communications campaigns with proactive payments	3/25/2010	12/731,681		
SoundBite Communications, Inc.	Method and system for managing interactive communications campaigns with preference management	4/02/2010	12/753,158		
SoundBite Communications, Inc.	Managing interactive communications campaigns with customer recovery	1/10/2012	13/346,860		
SoundBite Communications, Inc.	Managing interactive communications campaigns with call recording and security	1/11/2012	13/348,427		
SoundBite Communications, Inc.	Identifying recycled telephone numbers	12/11/2012	13/710,499		
SoundBite Communications, Inc.	Robust DTMF detection in an unreliable voice-over-IP (VoIP) environment	12/17/2012	13/717,209		
SoundBite Communications, Inc.	Method and system for managing interactive communications campaigns	2/18/2013	13/769,417		