

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CONNECTANDSELL, INC. formerly known as Nomea, Inc.	09/11/2013
RECEIVING PARTY DATA	
Name:	MONTAGE CAPITAL II, L.P.
Street Address:	19925 Stevens Creek Blvd.
Internal Address:	Suite 100
City:	Cupertino
State/Country:	CALIFORNIA
Postal Code:	95014
Name:	PARTNERS FOR GROWTH III, L.P.
Street Address:	150 Pacific Avenue
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	11556301
Application Number:	12330223
Application Number:	12719731
Application Number:	13412698
Application Number:	13412715
Application Number:	61752253
Application Number:	61756295
Application Number:	13894126
CORRESPONDENCE DATA	

502492850

PATENT
 REEL: 031207 FRAME: 0619

CH \$320.00 11556301

Fax Number: 8585506420

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

Phone: 858-550-6403

Email: erin.obrien@cooley.com

Correspondent Name: Erin O'Brien

Address Line 1: c/o Cooley LLP

Address Line 2: 4401 Eastgate Mall

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:

306316-150 CAS

NAME OF SUBMITTER:

Erin O'Brien

Signature:

/Erin O'Brien/

Date:

09/12/2013

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 11, 2013 by and between Montage Capital II, L.P., a Delaware limited partnership ("Montage") and Partners for Growth IV, L.P., a Delaware limited partnership ("PFG", and together with Montage, the "Lenders") and ConnectAndSell, Inc., a Delaware corporation, formerly known as Nomea, Inc. ("Borrower").

RECITALS

Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lenders and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lenders a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lenders, Borrower grants to Lenders a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWER:

Address of Borrower:

1825 S. Grant Street
San Mateo, CA 944020
Attn: Stu Schmidt, CEO
Fax: _____
Email: _____

CONNECTANDSELL, INC.

By: 

Name: STU SCHMIDT

Title: President & CEO

LENDERS:

Address of Lenders:

Montage Capital II, L.P.
19925 Stevens Creek Blvd., Suite 100
Cupertino, CA 95014
Attn: Mike Rose
Fax: (408) 973-7213

Montage Capital II, L.P.

By: _____

Name: _____

Title: _____

Partners for Growth IV, L.P.
150 Pacific Avenue
San Francisco, CA 94111
Attn: Chief Financial Officer

Partners for Growth IV, L.P.

By: _____

Name: _____

Title: _____

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Address of Borrower:

1825 S. Grant Street
San Mateo, CA 944020
Attn: Stu Schmidt, CEO
Fax: _____
Email: _____

BORROWER:

CONNECTANDSELL, INC.

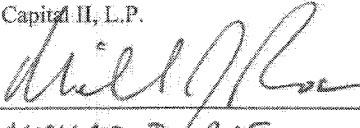
By: _____
Name: _____
Title: _____

Address of Lenders:

Montage Capital II, L.P.
19925 Stevens Creek Blvd., Suite 100
Cupertino, CA 95014
Attn: Mike Rose
Fax: (408) 973-7213

LENDERS:

Montage Capital II, L.P.

By: 
Name: MICHAEL J. ROSE
Title: MANAGING DIRECTOR

Partners for Growth IV, L.P.
150 Pacific Avenue
San Francisco, CA 94111
Attn: Chief Financial Officer

Partners for Growth IV, L.P.

By: _____
Name: _____
Title: _____

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BORROWER:

Address of Borrower:

1825 S. Grant Street
San Mateo, CA 944020
Attn: Stu Schmidt, CEO

Fax: _____
Email: _____

CONNECTANDSELL, INC.

By: _____

Name: _____

Title: _____

LENDERS:

Address of Lenders:

Montage Capital II, L.P.
19925 Stevens Creek Blvd., Suite 100
Cupertino, CA 95014
Attn: Mike Rose
Fax: (408) 973-7213

Montage Capital II, L.P.

By: _____

Name: _____

Title: _____

Partners for Growth IV, L.P.
150 Pacific Avenue
San Francisco, CA 94111
Attn: Chief Financial Officer

Partners for Growth IV, L.P.

By: Jasen Georgatos

Name: Jasen Georgatos

Title: Manager, Partners for Growth IV, LLC
Its General Partner

SCHEDULE A

Copyrights

If None, check this box: ☒

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

SCHEDULE B

Patents


If None, check this box: ☐

<u>Description</u>	<u>Patent / Serial Number</u>	<u>Issue / Application Date</u>
TRANSFER OF LIVE CALLS	11/556,301	03/06/2011
METHOD AND SYSTEM FOR REDUCING A PERCEIVED CALL TRANSFER DELAY BETWEEN A TARGET AND A TALKER	12/330,223	08/08/2012
METHOD AND SYSTEM FOR CONTACTING A PROSPECT OR REQUESTOR IMMEDIATELY AFTER A REQUEST FOR PRODUCT INFORMATION	12/719,731	03/08/2010
DYNAMIC ALLOCATION OF AGENTS FOR OUTBOUND CALLING IN AN AUTOMATED COMMUNICATION LINK ESTABLISHMENT AND MANAGEMENT SYSTEM	13/412,698	03/06/2012
CLOSED LOOP CALLING PROCESS IN AN AUTOMATED COMMUNICATION LINK ESTABLISHMENT AND MANAGEMENT SYSTEM	13/412,715	03/06/2012
CALLING CONTACTS USING A STANDALONE PORTABLE DEVICE WITH AUTOMATIC UPDATES OF THE OUTCOME OF EACH CALL	61/646,486	05/14/2012
INTEGRATING AN AUTOMATED CALLING SYSTEM	61/752,253	01/14/2013
CONTEXTUAL LEAD GENERATION IN AN AUTOMATED COMMUNICATION LINK ESTABLISHMENT AND MANAGEMENT SYSTEM	61/756,295	01/24/2013
SYSTEM AND METHOD FOR AUTOMATIC UPDATE OF CALLS WITH PORTABLE DEVICE	13/894,126	05/14/2013

SCHEDULE C

Trademarks

If None, check this box: ☐

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application / Registration Date</u>
CONVERSATIONS ON DEMAND	85753664	10/14/2012
CONVERSATIONS WHEN YOU WANT THEM	85669881	07/05/2012
SALES IS WAR – WHY USE CONVENTIONAL WEAPONS	85485448	12/01/2011
THE END OF DIALING	4127799 85254653	04/17/2012 03/01/2011
CONNECTANDSELL THE END OF DIALING	4127798 85254619	04/17/2012 03/01/2011
	4127796 85254602	04/17/2012 03/01/2011
CONNECTANDSELL	4127800 85254656	04/17/2012 03/01/2011
CONNECTANDSELL	3515334 77372233	01/15/2008 10/14/2008