

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3420775

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
MOVIUS INTERACTIVE CORPORATION		06/29/2015
RECEIVING PARTY DATA		
Name:	OPUS BANK	
Street Address:	19900 MACARTHUR BOULEVARD	
Internal Address:	12TH FLOOR	
City:	IRVINE	
State/Country:	CALIFORNIA	
Postal Code:	92612	
PROPERTY NUMBERS Total: 33		
Property Type	Number	
Patent Number:	7701929	
Patent Number:	8363637	
Patent Number:	7970109	
Patent Number:	7231021	
Patent Number:	7970106	
Patent Number:	8363795	
Patent Number:	8036350	
Patent Number:	8112778	
Patent Number:	7738833	
Patent Number:	8086172	
Patent Number:	7725072	
Patent Number:	7826831	
Application Number:	12133996	
Patent Number:	8605870	
Patent Number:	7161939	
Patent Number:	7457876	
Patent Number:	7797159	
Patent Number:	8145495	
Patent Number:	7865607	

PATENT

Property Type	Number
Patent Number:	8107614
Application Number:	13466074
Application Number:	13920056
Patent Number:	7221740
Patent Number:	7180986
Patent Number:	7734023
Patent Number:	7197121
Patent Number:	7564955
Patent Number:	7308083
Patent Number:	7680254
Patent Number:	8040880
Application Number:	61836145
PCT Number:	US1346203
PCT Number:	US1346156

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: rfloren@schiffhardin.com

Correspondent Name: REBECCA FLOREN

Address Line 1: 233 S. WACKER DRIVE

Address Line 2: SUITE 6600

Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	41907-0022
NAME OF SUBMITTER:	REBECCA E. FLOREN
SIGNATURE:	/Rebecca E. Floren/
DATE SIGNED:	06/30/2015

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated as of June 29, 2015, is made by **MOVIUS INTERACTIVE CORPORATION**, a Delaware corporation (herein referred to as “*Grantor*” or “*Debtor*”) in favor of **OPUS BANK**, a California Commercial Bank (“*Opus*” or “*Lender*”) as Lender under that certain Credit Agreement dated as of the date hereof between Debtor and Lender (as amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lender, Grantor has executed and delivered that certain Security Agreement dated as of the date hereof between the Grantor and the Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Lender, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants to the Lender a security interest in and to all of Grantor’s right, title and interest in and to the following (the “*Collateral*”):

(i) the United States, international and foreign patents, patent applications and patent licenses set forth in **Schedule A** hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement, an “*IP Security Agreement Supplement*”), executed and delivered by Grantor to the Lender from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “*Patents*”);

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in **Schedule B** hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by Grantor to the Lender from time to time) (the “*Trademarks*”);

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in **Schedule C** hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by Grantor to the Lender from time to time) (the “*Copyrights*”);

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Notwithstanding the foregoing, however, the Collateral shall not include any intent-to-use trademarks, prior to the filing of a "Statement of Use" with respect thereto if and solely to the extent that (and so long as) any such intent-to-use trademark application would be rendered void by the attachment or creation of a security interest in the right, title or interest of such Grantor therein).

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by Grantor under this IP Security Agreement secures the payment of the Obligations (as defined in the Security Agreement) of Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest (including any interest that accrues after the commencement of bankruptcy), premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government office record this IP Security Agreement.

SECTION 4. Execution in 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of California.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:

Movius Interactive Corporation
11360 Lakefield Drive
Atlanta, Georgia 30097
Attn: Stacy Kilgore, CFO
Telephone: +1 770.283.2530
E-Mail: Stacy.Kilgore@MoviusCorp.com

MOVIUS INTERACTIVE CORPORATION, a
Delaware corporation, as Debtor

By: _____

Name: STACY KILGORE

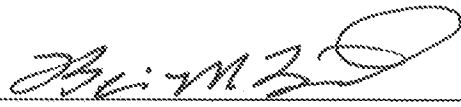
Its: CHIEF FINANCIAL OFFICER

(Signature Page to IP Security Agreement)

PATENT
REEL: 035958 FRAME: 0642

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

OPUS BANK, as Lender

By: 
Name: Kevin P. McBride
Its: Managing Director

Address for Notices:

19900 MacArthur Boulevard
12th Floor
Irvine, California 92612
Attn: Credit Administration

(Signature Page to IP Security Agreement)

PATENT
REEL: 035958 FRAME: 0643

**Schedule A to the
IP Security Agreement**

PATENTS:

Country	SERIAL NO.	FILING DATE	TITLE	PATENT NO.	ISSUE DATE
United States	11/170,530	6/29/2005	Distributed Telecommunications Architecture Providing Redundant Gateways And IP Device Integration (INACTIVE/ABANDONED)	7701929	4/20/2010
United States	11/170,538	6/29/2005	Telephony Protocol Server And Telephony Protocol Client In A Distributed IP Architecture Telecommunications System	8363637	1/29/2013
United States	12/419,668	4/7/2009	Auto Block And Auto Discovery In A Distributed Communication System	7970109	6/28/2011
United States	11/170,537	6/29/2005	Distributed Customizable Voicemail System	7231021	6/12/2007
United States	11/623,718	1/16/2007	Employing VXML To Provide Enhanced Voicemail System	7970106	6/28/2011
United States	12/766,534	4/23/2010	System And Method For Message Storage Assurance In A Geographically Distributed Voice Messaging System	8363795	1/29/2013
United States	11/687,936	3/19/2007	Audio Chunking	8036350	10/11/2011
United States	11/307,575	2/13/2006	Video Mail And Content Playback Control With Cellular Handset	8112778	2/7/2012
United States	11/307,577	2/13/2006	Provision of Messaging Services From A Video Messaging System For Video Compatible And Non-Video Compatible Equipment	7738833	6/15/2010
United States	12/769,903	4/29/2010	Provision Of Messaging Services From A Video Messaging System For Video Compatible And Non-Video Compatible Equipment	8086172	12/27/2011
United States	11/354,226	2/14/2006	Provision Of Messaging Services From A Video Messaging System Based On ANI and CLID	7725072	5/25/2010
United States	11/307,581	2/13/2006	Video Based Interfaces For Video Message Systems And Services	7826831	11/2/2010

United States	12/133,996	6/5/2008	Direct Dial To Voice Mail		
United States	12/697,541	2/1/2010	Virtual Subscriber Service	8605870	12/10/2013
United States	09/893,743	6/29/2001	METHOD AND SYSTEM FOR SWITCHING AMONG INDEPENDENT PACKETIZED AUDIO STREAMS	7161939	1/9/2007
United States	10/173,219	6/13/2002	WORLD WIDE WEB ACCESS FOR VOICE MAIL AND PAGE	7457876	11/25/2008
United States	10/244,648	9/16/2002	Integrated Voice Navigation System And Method	7797159	9/14/2010
United States	12/766,129	4/23/2010	Integrated Voice Navigation System And Method	8145495	3/27/2012
United States	11/730,925	4/4/2007	Servlet model for media rich applications	7865607	1/4/2011
United States	11/584,012	10/20/2006	Enhanced colorful ring-back tone by mixing content streams in real time	8107614	1/31/2012
United States	13/466,074	5/7/2012	System And Method For Provision Of A Second Line Service To A Telecommunications Device		
United States	13/920,056	6/17/2013	System And Method For Provision Of A Second Line Service To A Telecommunications Device Using Mixed Protocols		
United States	Continuation of 13/920,056 (07001.1560)	TBD	System and Method for Provision of a Second Line Service to a Telecommunications Device using Mixed Protocols		
United States	Continuation-in-part of 12/133,996 (07001.1370)	TBD	System and Method for Provision of a Second Line Service to a Telecommunications Device using Dialed Trigger Sequence/Direct Dial		
United States	Continuation-in-part of 13/920,056 (07001.1560)	TBD	System and Method for Provision of a Local Second Line Service to a Roaming Telecommunications Device Using Mixed Protocols		
United States	Continuation-in-part of 13/920,056	TBD	System and Method for Providing a Pre-Populated Second Line Service to a Telecommunications Device		

	(07001.1560)				
United States	Continuation-in-part of 13/920,056 (07001.1560)	TBD	System and Method for Provision of a Second Line Service to a Telecommunications Device using Mixed Relationship Numbers		
United States	Continuation-in-part of 13/920,056 (07001.1560)	TBD	System and Method for Provision of a Second Line Service to a Telecommunications Device using Mixed Relationship Numbers		
Europe	5769547	1/24/2007	Distributed IP Architecture For Telecommunications System		
South Africa	2006/10545	12/15/2006	Distributed IP Architecture For Telecommunications System	2006/10545	2/27/2008
Europe	5769134.7	1/18/2007	Distributed Telecommunications Architecture Providing Redundant Gateways and IP Device Integration		
South Africa	2006/10555	12/15/2006	Distributed Telecommunications Architecture Providing Redundant Gateways and IP Device Integration	2006/10555	1/30/2008
Europe	5782556.4	1/29/2007	Telephony Protocol Server and Telephony Protocol Client In A Distributed IP Architecture Telecommunications System		
South Africa	2006/10556	12/15/2006	Telephony Protocol Server and Telephony Protocol Client In A Distributed IP Architecture Telecommunications System	2006/10556	1/30/2008
Europe	10003444.6	3/30/2010	Auto Block and Auto Discovery In A Distributed Communication System		
United States	11/170,536	6/29/2005	Auto Block And Auto Discovery In A Distributed Communication System	7221740	5/22/2007
South Africa	2006/10557	12/15/2007	Auto Block and Auto Discovery In A Distributed Communication System	2006/10557	5/28/2008
Canada	2,571,619	12/18/2006	Enhanced Voicemail System	2571619	4/23/2013
Japan	2007-519393	12/28/2006	Enhanced Voicemail System	4874242	12/2/2011

United States	11/170,531	6/29/2005	Enhanced Voicemail System	7180986	2/20/2007
South Africa	2006/10554	12/15/2006	Enhanced Voicemail System	2006/10554	5/28/2008
South Africa	2006/10552	12/15/2006	Distributed Customizable Voicemail System	2006/10552	1/30/2008
United States	11/170,499	6/29/2005	System And Method For Storage Assurance In A Geographically Distributed Voice Messaging System	7734023	6/8/2010
South Africa	2006/10553	12/15/2006	System and Method for Message Storage Assurance In A Geographically Distributed Voice Messaging System	2006/10553	1/30/2008
Europe	5769380.6	1/18/2007	Audio Chunking		
United States	11/170,529	6/29/2005	Audio Chunking	7197121	3/27/2007
South Africa	2006/10549	12/15/2006	Audio Chunking	2006/10549	1/30/2008
United States	11/170,458	6/29/2005	System And Method For Outbound Calling From A Distributed Telecommunications Platform	7564955	7/21/2009
South Africa	2006/10550	12/15/2006	System and Method For Outbound Calling From A Distributed Telecommunications Platform	2006/10550	1/30/2008
United States	11/170,459	6/29/2005	Message Durability And Retrieval In A Geographically Distributed Voice Messaging System	7308083	12/11/2007
South Africa	2006/10551	12/15/2006	Message Durability and Retrieval In A Geographically Distributed Voice Messaging System	2006/10551	1/30/2008
Europe	5819179.2	1/26/2007	Health Monitor For a Geographically Distributed Voice Messaging System		
United States	11/170,532	6/29/2005	Health Monitor For A Geographically Distributed Voice Messaging System	7680254	3/16/2010
South Africa	2006/10547	12/15/2007	Health Monitor For a Geographically Distributed Voice Messaging System	2006/10547	5/28/2008
Japan	2007-519468	12/28/2006	Load Balancing In A Distributed Telecommunications Platform		
South Africa	2006/10548	12/15/2006	Load Balancing In A Distributed Telecommunications Platform	2006/10548	1/30/2008

United States	11/352,443	2/10/2006	Application Message	8040880	10/18/2011
Canada	2,719,416	9/23/2010	Intelligent Message Mediator		
South Africa	2010/07076	10/5/2010	Intelligent Message Mediator		
Brazil	PI0917247-5	2/3/2011	Community Messaging Service		
Argentina	2011 01 00344	2/1/2011	Virtual Subscriber Service		
Japan	2003-509269	1/5/2004	Method And System For Providing Media Services	4050697	12/7/2007
Korea	10-2003-7017098	6/28/2002	METHOD AND SYSTEM FOR PROVIDING MEDIA SERVICES		
Japan	2007-159508		Method And System For Providing Media Services		
PCT	PCT/US13/46156	6/17/2013	SYSTEM AND METHOD FOR PROVISION OF A SECOND LINE SERVICE TO A TELECOMMUNICATIONS DEVICE		
PCT	PCT/US13/46203	6/17/2013	SYSTEM AND METHOD FOR PROVISION OF A SECOND LINE SERVICE TO A TELECOMMUNICATIONS DEVICE USING MIXED PROTOCOLS		
United States	61/836,145	6/17/2013	SECOND LINE SERVICE SYSTEM ENHANCEMENTS		

Schedule B to the
IP Security Agreement

TRADEMARKS

Jurisdiction	Trademark	Status	App Date	App No	Reg Date	Reg No	Owner	Next Deadline
China	MOVIUS	Registered	07-May-2009	6730984	21-Apr-2010	6730984	Movius Interactive Corporation	Renewal due 20-Apr-2020
European Union	MEREON	Registered	23-May-2005	4453932	17-May-2006	4453932	Movius Interactive Corporation	Renewal due 23-May-2015
European Union	MOVIUS	Registered	16-May-2008	6918866	01-Sep-2009	6918866	Movius Interactive Corporation	Renewal due 16-May-2018
India	MOVIUS	Published	19-May-2008	1688839			Movius Interactive Corporation	
South Africa	MOVIUS	Registered	16-May-2008	200811156	28-Oct-2011	200811156	Movius Interactive Corporation	Renewal due 16-May-2018
United States	CAFE	Published	12-May-2011	85319569			Movius Interactive Corporation	
United States	I (STYLIZED)	Registered	07-Dec-2007	77347130	28-Dec-2010	3897595	Movius Interactive Corporation	Affidavit of Use due 28-Dec-2016
								
United States	MEREON	Registered	14-Apr-2005	78609198	11-Apr-2006	3080908	Movius Interactive Corporation	Renewal due 11-Apr-2016
United States	MOVIUS	Registered	07-Dec-2007	77347145	08-Jun-2010	3800006	Movius Interactive Corporation	Affidavit of Use due 08-Jun-2016
United States	MOVIUS	Registered	07-Dec-2007	77347155	07-Dec-2010	3886655	Movius Interactive Corporation	Affidavit of Use due 07-Dec-2016
United States	MOVIUS	Registered	07-Dec-2007	77347152	23-Nov-2010	3880277	Movius Interactive Corporation	Affidavit of Use due 23-Nov-2016

**Schedule C to the
IP Security Agreement**

COPYRIGHTS

None.

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