

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3410679

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
INTERACTIONS LLC	06/11/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ARES CAPITAL CORPORATION
<b>Street Address:</b>	245 PARK AVENUE, 44TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8626520
Patent Number:	8484042
Patent Number:	8484031
Patent Number:	8223944
Patent Number:	8990084
Patent Number:	8332231
Patent Number:	7606718
Application Number:	14136003
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(415)773-5759
<i>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.</i>	
<b>Phone:</b>	4157735697
<b>Email:</b>	tgore@orrick.com
<b>Correspondent Name:</b>	DANIEL C. LOPEZ
<b>Address Line 1:</b>	THE ORRICK BUILDING, 405 HOWARD STREET
<b>Address Line 2:</b>	ORRICK, HERRINGTON & SUTCLIFFE LLP
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94105
<b>ATTORNEY DOCKET NUMBER:</b>	28633.21
<b>NAME OF SUBMITTER:</b>	DANIEL C. LOPEZ
<b>SIGNATURE:</b>	/Daniel C. Lopez/

PATENT

<b>DATE SIGNED:</b>	06/24/2015
<b>Total Attachments: 7</b> source=Interactions LLC#page1.tif source=Interactions LLC#page2.tif source=Interactions LLC#page3.tif source=Interactions LLC#page4.tif source=Interactions LLC#page5.tif source=Interactions LLC#page6.tif source=Interactions LLC#page7.tif	



1717 Main Street, Suite 1100, Dallas, Texas 75201  
TEL: 214-237-2000 FAX: 469-385-1374

**CONFIDENTIAL**

June 11, 2015

Rasa Kelpsa  
Ares Capital Corporation  
245 Park Avenue, 44th Floor  
New York, NY 10167

Joseph Gildea  
Interactions LLC  
Interactions Corporation  
31 Hayward Street, Suite E  
Franklin, MA 02038

**Re:** Loan and Security Agreement by and between ORIX Ventures, and Interactions LLC, a Delaware limited liability company, and Interactions Corporation, a Delaware corporation (jointly and severally, "Borrower"), dated June 27, 2014, as may be amended (the "*Agreement*").

Dear Rasa and Joe,

Borrower has informed ORIX Ventures, LLC ("ORIX") that Ares Capital Corporation ("Ares Capital"), as lender, Ares Venture Finance, L.P. ("Ares Venture"), as lender (in such capacity, a "Lender" and together with Ares Capital, the "Lenders" and each individually, a "Lender"), as administrative agent (in such capacity, "Administrative Agent"), intends to pay off, on behalf of Borrower, the outstanding principal balance of the Loan (as defined in the Agreement), together with all accrued but unpaid interest and fees thereon, and all other outstanding Obligations under the Loan Document. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

The total amount due under the Agreement, including without limitation all principal, accrued interest, pre-payment fees, expense reimbursement and any other amounts due in connection with the Loan Documents, on June 12, 2015, is \$12,421,083.90 (the "*Pay-Off Amount*"), which Pay-Off Amount is comprised of (i) \$12,000,000 in respect of the principal outstanding, (ii) \$53,583.90 in respect of accrued interest, and (iii) fees and expenses (including attorneys' fees) of \$7,500, and (iv) \$360,000.00 in respect of the applicable prepayment fee. If the Pay-Off Amount is not received by 3:00 pm, Dallas, TX time, on June 12, 2015, interest shall continue to accrue on the Obligations at the rate set forth in the Agreement. The per diem accrual of interest on the Obligations is \$3,345.28 (the "*Per Diem Amount*"). Upon request of Borrower, ORIX shall provide Borrower with a revised figure for the amount of interest to be paid as part of the Pay-Off Amount.

The Pay-Off Amount (plus any applicable Per Diem amount) shall be tendered via a federal funds

wire of immediately available funds to:

Bank Name:	Bank of New York Mellon
ABA No.:	021-000-018
Account Number:	6310107083
Reference:	Interactions
Account:	ORIX

Upon receipt by ORIX of the Pay-Off Amount, together with any applicable Per Diem Amount, except as set forth below, automatically and without further action on the part of any person, (i) the Agreement and any documents related thereto shall terminate and have no further force or effect, (ii) all indebtedness and obligations of Borrower to ORIX under the Loan Document shall be paid and discharged in full, and (iii) all security interests and other liens on the assets securing Borrower's financial obligations under the Loan Document and any documents related thereto, including without limitation all liens on any intellectual property of Borrower, will be released and terminated. Notwithstanding anything to the contrary contained herein or in any of such releases or other documents, (i) the obligations and liabilities of the Borrower to ORIX under or in respect of the Loan Documents relating to indemnification and expense reimbursement, and all other provisions that expressly survive any termination of the Loan Documents, shall continue in full force and effect in accordance with their terms, (ii) Borrower shall remain liable for any Obligations that remain unpaid after the Payment Date as a result of errors in calculation of any amounts due to ORIX under the Loan Documents, and (iii) for the avoidance of doubt, any warrants or any other documents related to any equity investment made by ORIX or an affiliate thereof (including, without limitation, the Warrant) shall remain in full force and effect and shall not be discharged or affected by this agreement.

After receipt of the Pay-Off Amount, plus any applicable per diem amounts, ORIX shall, within 1 business day of their delivery to ORIX, deliver to the Borrower any releases of liens, discharges, terminations and other release documentation, at Borrower's expense, as reasonably requested and provided by the Borrower, for the purpose of releasing ORIX's liens and security interests in all of the assets and property of the Borrower securing the Obligations. In the event ORIX fails to deliver such release documentation as above, Borrower (including Borrower's legal counsel or any other representatives) is then authorized to file UCC termination statements, real property releases and intellectual property releases of record necessary to further evidence the release of security interests of ORIX in the Collateral set forth herein. ORIX agrees to take, at Borrower's expense, all reasonable additional steps requested by the Borrower as may be necessary to evidence the release of its security interests and any other liens in the Collateral.

This agreement shall terminate and be of no further or effect if the Pay-Off Amount, plus any applicable Per Diem Amount, is not received by ORIX on or prior to June 19, 2015.

This agreement shall be governed by the laws of the State of New York.

[Remainder of page intentionally left blank.]

In the event that you need any other information, please feel free to contact me.

Very truly yours,

ORIX Ventures, LLC



By: \_\_\_\_\_  
Name: Mark Campbell  
Title: Authorized Representative

AGREED TO AND ACKNOWLEDGED BY:

Interactions Corporation

By: 

Name: Michael B. Iacucci

Title: CEO

Interactions LLC

By: 

Name: Michael B. Iacucci

Title: CEO



**Intellectual Property Searches**  
**INTERACTIONS LLC - Orrick Ref. 28633.1**  
**May 15, 2015**

Entities (1)

Entity Name		N# Hits
1	INTERACTIONS LLC (Delaware)	9 patents; 0 copyright ; 2 trademarks



**Intellectual Property Searches**  
**INTERACTIONS LLC - Orrick Ref. 28633.1**  
**May 15, 2015**

**PATENTS**  
**U.S. PATENTS/APPLICATIONS**

Title	Serial No. Grant No.	Status	Liens
Apparatus and method for processing service interactions	13/935,230 <b>8626520</b>	Granted	There is 1 lien in favor of ORIX VENTURES, LLC (reel/frame: 034677 / 0768 dated 12/19/2014)
Apparatus and method for processing service interactions	13/708,264 <b>8484042</b>	Granted	There is 1 lien in favor of ORIX VENTURES, LLC (reel/frame: 034677 / 0768 dated 12/19/2014)
Automated speech recognition proxy system for natural language	13/070,865 <b>8484031</b>	Granted	There is 1 lien in favor of ORIX VENTURES, LLC (reel/frame: 034677 / 0768 dated 12/19/2014)
Conference call management system	12/618,743 <b>8223944</b>	Granted	There is 1 lien in favor of ORIX VENTURES, LLC (reel/frame: 034677 / 0768 dated 12/19/2014)
Method of active learning for automatic speech recognitio	14/176,439 <b>8990084</b>	Granted	There is 1 lien in favor of ORIX VENTURES, LLC (reel/frame: 034677 / 0768 dated 12/19/2014)
Apparatus and method for processing service interactions	12/551,864 <b>8332231</b>	Granted	There is 1 lien in favor of ORIX VENTURES, LLC (reel/frame: 034677 / 0768 dated 12/19/2014)
Apparatus and method for processing service interactions	10/839,536 <b>7606718</b>	Granted	There is 1 lien in favor of ORIX VENTURES, LLC (reel/frame: 034677 / 0768 dated 12/19/2014)
Apparatus and method for processing service interactions	10/839536	Pending	There is 1 lien in favor of ORIX VENTURES, LLC (reel/frame: 034677 / 0768 dated 12/19/2014)
Apparatus and Method for Processing Service Interactions	14/136003	Pending	There is 1 lien in favor of ORIX VENTURES, LLC (reel/frame: 034677 / 0768 dated 12/19/2014)



**Intellectual Property Searches**  
**INTERACTIONS LLC - Orrick Ref. 28633.1**  
**May 15, 2015**

**COPYRIGHTS**

No hits





Intellectual Property Searches  
INTERACTIONS LLC - Orrick Ref. 28633.1  
May 15, 2015

TRADEMARKS

U.S. FEDERAL REGISTRATIONS/APPLICATIONS

Mark	Serial No. Registration No.	Status	Liens
HUMANTOUCH	85251857 4248289	Registered	There is 1 lien in favor of ORIX VENTURES, LLC (reel/frame: 5420/0249 dated 12/16/2014)
UNDERSTANDING ENABLED	85122573 3965227	Registered	There is 1 lien in favor of ORIX VENTURES, LLC (reel/frame: 5420/0249 dated 12/16/2014)