

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4039590

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CONVERSICA, INC.	09/06/2016
CONVERSICA LLC	09/06/2016
RECEIVING PARTY DATA	
Name:	WF FUND V LIMITED PARTNERSHIP
Street Address:	40 KING STREET WEST
Internal Address:	SUITE 5001
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5H 3Y2
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	14604594
Application Number:	14604602
Application Number:	14604610
PCT Number:	US1614650
CORRESPONDENCE DATA	
Fax Number:	(858)550-6420
<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>	
Phone:	858-550-6433
Email:	jmfitzpatrick@cooley.com
Correspondent Name:	JENNIFER FITZPATRICK
Address Line 1:	C/O COOLEY LLP
Address Line 2:	4401 EASTGATE MALL
Address Line 4:	SAN DIEGO, CALIFORNIA 92121
ATTORNEY DOCKET NUMBER:	313569-122 CONVERSICA
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	09/06/2016

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of September 6, 2016 by and between **WF FUND V LIMITED PARTNERSHIP (c/o/b as WELLINGTON FINANCIAL LP and WELLINGTON FINANCIAL FUND V)**, a Canadian limited partnership ("**Lender**") and **CONVERSICA, INC.**, a Delaware corporation ("**INC.**") and **CONVERSICA LLC**, (formerly known as AVA.AI LLC) a Delaware limited liability company ("**LLC**"; together with INC., each a "**Grantor**" and collectively, "**Grantors**").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "**Loans**") to Grantors in the amounts and manner, and subject to the terms and conditions, set forth in that certain Loan and Security Agreement by and between Lender and Grantors dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein and not otherwise defined are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Lender a security interest in certain Intellectual Property to secure the obligations of such Grantor under the Loan Agreement.

AGREEMENT

To secure Grantors' obligations under the Loan Agreement, each Grantor grants and pledges to Lender a security interest in all of such Grantor's right, title and interest in, to and under those copyrights, patents and trademarks listed on Exhibits A, B and C hereto, and including without limitation 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.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are set forth in the Loan Agreement, and include those which are now or hereafter available to Lender as a matter of law or equity.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, as of the date hereof.

Upon the Payment in Full of the Secured Obligations, or as otherwise provided in the Loan Agreement, Lender shall execute, acknowledge and deliver to Grantors an instrument in writing releasing the security interest acquired under this Agreement.

This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of California and the federal laws of the United States applicable therein. 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.]

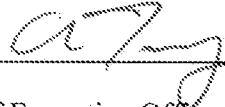
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

Address of Grantor:

950 Tower Lane
Suite 1200
Foster City, CA 94404
Attn: G. Alex Terry, CEO

CONVERSICA, INC.

By: 

Title: Chief Executive Officer

Name: G. Alex Terry

Address of Grantor:

950 Tower Lane
Suite 1200
Foster City, CA 94404
Attn: G. Alex Terry, CEO

CONVERSICA LLC

By: 

Title: Chief Executive Officer

Name: G. Alex Terry

LENDER:

Address of Lender:

40 King Street West, Suite 5001
Toronto, Ontario, M5H 3Y2 Canada
Attention: Kul Mani, Partner
Facsimile: (416) 682-1160

**WF FUND V LIMITED
PARTNERSHIP, c/o/b as
WELLINGTON FINANCIAL LP and
WELLINGTON FINANCIAL FUND V**

By: _____

Title: _____

Name: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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.

GRANTORS:

Address of Grantor:

950 Tower Lane
Suite 1200
Foster City, CA 94404
Attn: G. Alex Terry, CEO

CONVERSICA, INC.

By: _____

Title: _____

Name: _____

Address of Grantor:

950 Tower Lane
Suite 1200
Foster City, CA 94404
Attn: G. Alex Terry, CEO

CONVERSICA LLC

By: _____

Title: _____

Name: _____

LENDER:

Address of Lender:

40 King Street West, Suite 5001
Toronto, Ontario, M5H 3Y2 Canada
Attention: Kul Mani, Partner
Facsimile: (416) 682-1160

**WF FUND V LIMITED PARTNERSHIP,
c/o/b as WELLINGTON FINANCIAL LP and
WELLINGTON FINANCIAL FUND V**

By: **GP WF FUND V LIMITED PARTNERSHIP,
its general partner**

By: **2177995 ONTARIO LIMITED, its general partner**

By:  _____

Title: PRESIDENT & CEO

Name: Mark B. McQueen

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

EXHIBIT B

Patents

Description	Patent / Application Number	Issue/ Application Date
Systems and methods for management of automated dynamic messaging	14/604,594	01/23/15
No title	PCT/US16/14650	01/23/16
Systems and methods for processing message exchanges using artificial intelligence	14/604,602	01/23/15
Systems and methods for configuring knowledge sets and AI algorithms for automated message exchanges	14/604,610	01/23/15

EXHIBIT C

Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
CONVERSICA	4,882,592	01/05/16
AVA.AI	86/396,830	09/16/14