

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4318511

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	APPLIED VOICE & SPEECH TECHNOLOGIES, INC.	02/25/2016
RECEIVING PARTY DATA		
Name:	WESTERN ALLIANCE BANK	
Street Address:	55 ALMADEN BOULEVARD, SUITE 100	
City:	SAN JOSE	
State/Country:	CALIFORNIA	
Postal Code:	95113	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	9319278
	Application Number:	15204824
CORRESPONDENCE DATA		
Fax Number:	(650)644-0520	
<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:	6506483802	
Email:	patty@pattycheng.com	
Correspondent Name:	PATTY CHENG	
Address Line 1:	2625 MIDDLEFIELD ROAD, SUITE 215	
Address Line 4:	PALO ALTO, CALIFORNIA 94306	
NAME OF SUBMITTER:	PATTY CHENG	
SIGNATURE:	/s/ Patty Cheng	
DATE SIGNED:	03/14/2017	
Total Attachments: 6		
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 25, 2016 (the "Agreement") between APPLIED VOICE & SPEECH TECHNOLOGIES, INC., a Delaware corporation ("Grantor") and WESTERN ALLIANCE BANK as successor in interest to Bridge Bank, National Association ("Lender") is made with reference to the Loan and Security Agreement, dated as of December 19, 2014 and as amended from time to time between Lender and Grantor (the "Loan Agreement"), and that certain Intellectual Property Security Agreement dated December 19, 2014 between Lender and Grantor (the "Original IPSA"). Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

This Agreement hereby amends and restates in its entirety, without novation, the Original IPSA.

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
- (f) design rights;
- (g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity; provided, however, that in the event of any conflict between this Agreement and the Loan Agreement, the Loan Agreement shall control. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

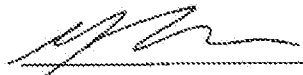
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

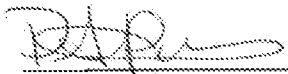
GRANTOR:

LENDER:

APPLIED VOICE & SPEECH TECHNOLOGIES, INC.

WESTERN ALLIANCE BANK

By: 

By: 

Name: Hardy Myers

Name: Peonam Patel

Title: President & CEO

Title: Relationship Manager

Address for Notices:

Attn: Hardy Myers, President & CEO; Jeff Dick, CFO
27042 Towne Centre Drive, Suite 200
Foothill Ranch, CA 92610
Fax: (949) 699-2301

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Attn: Note Department
Fax: (408) 282-1681

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist ☒

Type of Work:	Title:	International Standard Serial Number (ISSN):	Registration Number:	Filing Date:	Pre-registered?

EXHIBIT B
TRADEMARKS

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Abandoned/ Dead?</u>	<u>Filing Date:</u>
TEAMO	85100735	4739957		
ATOM	85859748	4675908		
AVST UNIFYING COMMUNICATIONS	78941712	3393422		
LEADXPRESS	78934672	3249363	DEAD	
SUPPORTXPRESS	78387123	3012224	DEAD	
XPRESSCARE	78387120	2979930		
PARTNERXPRESS	78387119	3212200		
MTD	78364846		DEAD	
MESSAGE TERMINATION DETECTION	78364840		DEAD	
AVT	78315014		DEAD	
AVST	78315010	2943691		
SENECA	78292513	2909303	DEAD	
MOBILITY MESSENGER	78267644		DEAD	
UCCONNECT	77823779	4060497		
NOTIFYXPRESS	77243685	3722858		
UNIFYING COMMUNICATIONS	77120408	3402704		
RECEPTION	75839760	2497023	DEAD	
ACTIVENET	75707073	2483230	DEAD	
ACTIVE CARE	75517741	2473985	DEAD	
ACTIVE FAX	75500458	2365684		
VIEWCALL	74365790	1920734		
VIEWMAIL	74365199	1931916		
ACTIVE VOICE	74286771	1762580	DEAD	
	74286766	1765674	DEAD	
REPLAY	74152943	1723364	DEAD	
CALLXPRESS	73720483	1606164		
REPARTEE	73491271	1342265		
ACTIVE VOICE	73474548	1384052		

EXHIBIT C

PATENTS

<u>Title:</u>	<u>Patent / Application Number:</u>	<u>Publication Number:</u>	<u>Issue Date:</u>	<u>Filing Date:</u>
Apparatus and methods for notification of a party in a telephone conference	8,750,470		June 10, 2014	
Detection of voice inactivity within a sound stream	8,370,144	12/793663	February 5, 2013	
Template-based electronic message generation using sound input	8,320,531		November 27, 2012	
Sound event processing with echo analysis	8,290,140	12/881175	October 16, 2012	
Apparatus and method for notification of a party in a telephone conference	8,072,909		December 6, 2011	
Template-based electronic message generation using sound input	7,903,793	11/454382	March 8, 2011	
Detection of voice inactivity within a sound stream	7,756,709	10/770748	July 13, 2010	
Apparatus and method for personalized call acknowledgement	7,248,676		July 24, 2007	
Voice-activated interactive multimedia information processing system	7,177,402		February 13, 2012	
VC-to-DTMF interfacing system and method	7,092,515		August 15, 2012	
Remote data acquisition system and method	7,174,728 10/909,809		February 13, 2007	
Apparatus and methods for notification of a party in a telephone conference	14/266681	20140314222		April 30, 2014
Messaging system configurator	7895308 11/126624	20060271647		May 11, 2005
Sound event processing with echo analysis	7822192 11/096004	20060227964		March 30, 2005
Apparatus and method for notification of a party in a telephone conference	10/988809	20060165018		November 15, 2004
System for networking attendant and messaging speech systems	7,257,089 10/231,941		August 14, 2007	August 30, 2002
Messaging Systems and Methods	9,001,691 11/747154	20080037565		May 10, 2007
Messaging Systems and Methods	14/627858	20150163335		February 20, 2015

<u>Title:</u>	<u>Patent / Application Number:</u>	<u>Publication Number:</u>	<u>Issue Date:</u>	<u>Filing Date:</u>
Messaging system configurator	9.319.278			April 19. 2016
Apparatus and methods for notification of a party in a telephone conference	15/204824	20160323453		July 7. 2016