

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4338241

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the INCORRECT APPLICATION NUMBER LISTED ON THE SECURITY AGREEMENT. CHANGE APPLICATION NO. 12052412 TO 13052412 previously recorded on Reel 028374 Frame 0586. Assignor(s) hereby confirms the SECURITY AGREEMENT.
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ELIZA CORPORATION	06/14/2012
ELIZA HOLDING CORP.	06/14/2012
ELIZALIVE, INC.	06/14/2012
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	275 GROVE STREET
<b>Internal Address:</b>	SUITE 2-200
<b>City:</b>	NEWTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02466
<b>PROPERTY NUMBERS Total: 16</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7933775
Patent Number:	7624010
Patent Number:	8024422
Patent Number:	7370086
Patent Number:	7366766
Patent Number:	7120585
Patent Number:	6990179
Patent Number:	6895377
Patent Number:	6868380
Patent Number:	5369726
Application Number:	13225791
Application Number:	13052412
Application Number:	12616874
Application Number:	12020217
Application Number:	12022723

PATENT

<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	11219593

**CORRESPONDENCE DATA**

**Fax Number:** (816)691-3495  
*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.*

**Phone:** 816-842-8600

**Email:** lora.gurley@stinson.com

**Correspondent Name:** PATENT GROUP, STINSON LEONARD STREET LLP

**Address Line 1:** 1201 WALNUT STREET, SUITE 2900

**Address Line 4:** KANSAS CITY, MISSOURI 64106-2150

<b>ATTORNEY DOCKET NUMBER:</b>	3009527.0008
<b>NAME OF SUBMITTER:</b>	LORA GURLEY
<b>SIGNATURE:</b>	/LORAGURLEY/
<b>DATE SIGNED:</b>	03/27/2017

**Total Attachments: 8**

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## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																												
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																												
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PATENT  
REEL: 028374 FRAME: 0586PATENT  
REEL: 042098 FRAME: 0748

Patent Number:	6895377
Patent Number:	6868380
Patent Number:	5369726

#### CORRESPONDENCE DATA

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Phone: 202-408-3121 x2348

Email: jpaterso@cscinfo.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:

Jean Paterson

Total Attachments: 6

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**PATENT**  
**REEL: 028374 FRAME: 0587**

**PATENT**  
**REEL: 042098 FRAME: 0749**

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

ELIZA CORPORATION, ELIZA HOLDING CORP., and ELIZALIVE, INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) JUNE 14, 2012

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: SILICON VALLEY BANK AS ADMINISTRATIVE AGENT

Internal Address: SUITE 2-200

Street Address: 275 GROVE STREET

City: NEWTON

State: MASSACHUSETTS

Country: UNITED STATES Zip: 02466

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

SEE ATTACHED SCHEDULE A

B. Patent No.(s)

SEE ATTACHED SCHEDULE A

Additional numbers attached? ☒ Yes ☐ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: CORPORATION SERVICE COMPANY

Internal Address: \_\_\_\_\_

Street Address: 1180 AVENUE OF THE AMERICAS

City: NEW YORK

State: NEW YORK Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: \_\_\_\_\_

**6. Total number of applications and patents involved: 16**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_**


- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

June 14, 2012  
Date

ANDREW NASH  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**PATENT**  
**REEL: 028374 FRAME: 0588**  
**REEL: 042098 FRAME: 0750**

## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "**Agreement**"), dated as of June 14, 2012, is entered into by and among **ELIZA CORPORATION**, a Delaware corporation (the "**Borrower**"), **ELIZA HOLDING CORP.**, a Delaware corporation ("**Holdings**"), **ELIZALIVE, INC.**, a Delaware corporation ("**ElizaLive**"; ElizaLive, together with Borrower and Holdings, are, individually, a "**Grantor**", and collectively, the "**Grantors**") and **SILICON VALLEY BANK** (the "**Assignee**"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of June 14, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Guarantee and Collateral Agreement**"), among the Assignee, the Grantors and certain of the Grantors' affiliates, and (ii) that certain Credit Agreement, dated as of June 14, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Credit Agreement**"), between, among others, certain of the Grantors, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the Patents set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor's right, title and interest in, to and under the Patents, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations. For the purposes of this Agreement, "Patents" means (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Schedule A hereto, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (iii) all rights to obtain any reissues or extensions of the foregoing.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's federally registered United States Patents existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Patent owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Patent in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[Signature page follows.]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

**ASSIGNEE:**

**SILICON VALLEY BANK,**  
as Administrative Agent

By: 

Name: Gregory S. Pachus

Title: Managing Director

Address of Assignee:

Silicon Valley Bank  
275 Grove Street, Suite 2-200  
Newton, Massachusetts 02466  
Attention: Mr. Greg Pachus  
Fax: (617) 969-4395  
Email: gpachus@svb.com

Signature Page to Patent Security Agreement

**PATENT**

**REEL: 028374 FRAME: 0591**

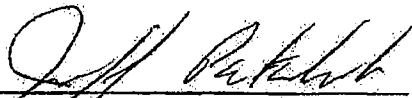
**PATENT**

**REEL: 042098 FRAME: 0753**



**GRANTORS:**

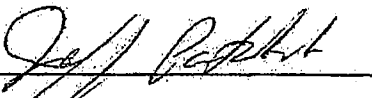
**ELIZA CORPORATION**

By: 

Name: Jeffrey Patulak

Title: Chief Financial Officer and Vice President

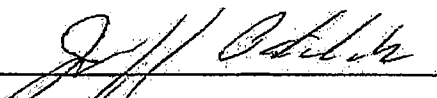
**ELIZA HOLDING CORP.**

By: 

Name: Jeffrey Patulak

Title: Chief Financial Officer and Vice President

**ELIZALIVE, INC.**

By: 

Name: Jeffrey Patulak

Title: Chief Financial Officer and Vice President

Signature Page to Patent Security Agreement

PATENT  
REEL: 028374 FRAME: 0592  
REEL: 042098 FRAME: 0754

# Schedule A to PATENT SECURITY AGREEMENT

## Registrations and Applications for Patents

Applicant	Title	Country	Filed	Pub. No.	Pub. Date	Pub. No.
Eliza Corporation	Web-Based Speech Recognition With Scripting And Semantic Objects	US	9/6/2011	13225791	12/29/2011	20110320188
Eliza Corporation	Method And System For Providing Adaptive Respondent Training In A Speech Recognition Application Based Upon The Inherent Response Of The Respondent	US	3/21/2011	<del>13052412</del> 13052412	9/22/2011	20110231190
Eliza Corporation	Method And System For Providing Adaptive Respondent Training In A Speech Recognition Application Based Upon The Inherent Response Of The Respondent	US	11/14/2005	11273528	4/26/2011	7933775
Eliza Corporation	Method And System For Improving Accuracy In A Speech Recognition System	US	11/12/2009	12616874	4/22/2010	20100100378
Eliza Corporation	Method And System For Improving Accuracy In A Speech Recognition System	US	7/31/2001	09918733	11/24/2009	7624010
Eliza Corporation	Systems And Techniques For Producing Spoken Voice Prompts	US	1/25/2008	12020217	8/28/2008	20080205601
Eliza Corporation	Web-Based Speech Recognition With Scripting And Semantic Objects	US	4/3/2008	12062144	9/20/2011	8024422
Eliza Corporation	Systems And Methods For Producing Build Calls	US	1/30/2008	13022723	7/31/2008	20080181371
Eliza Corporation	Web-Based Speech Recognition With Scripting And Semantic Objects	US	3/14/2002	10097760	5/6/2008	7370086
Eliza Corporation	Web-Based Speech Recognition With Scripting And Semantic Objects	US	3/23/2001	09815726	4/29/2008	7366766
Eliza Corporation	Remote Server Object Architecture For Speech Recognition	US	3/23/2001	09815808	10/10/2006	7120585
Eliza Corporation	Speech Recognition Method Of And System For Determining The Status Of An Answered Telephone During The Course Of An Outbound Telephone Call	US	9/2/2005	11219593	3/16/2006	20060056600
Eliza Corporation	Speech Recognition Method Of And System For Determining The Status Of An Answered Telephone During The Course Of An Outbound Telephone Call	US	8/31/2001	09945282	1/24/2006	6990179
Eliza Corporation	Phonetic Data Processing System And Method	US	3/23/2001	09815769	5/17/2005	6895377
Eliza Corporation	Speech Recognition System And Method For Generating Phonetic Estimates	US	3/23/2001	09815768	3/15/2005	6868380
Eliza Corporation	Speech Recognition Circuitry Employing Nonlinear Processing Speech Element Modeling And Phoneme Estimation	US	2/9/1993	08015299	11/29/1994	5369726

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3/27/17

RECORDED: 06/14/2012

PATENT  
REEL: 028374 FRAME: 0593

RECORDED: 03/27/2017

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REEL: 042098 FRAME: 0755