

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4423453

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
ELIZA CORPORATION		05/17/2017
RECEIVING PARTY DATA		
Name:	CITIBANK, N.A., AS COLLATERAL AGENT	
Street Address:	1615 BRETT ROAD, OPS III	
Internal Address:	ATTN: LOAN AGENCY TEAM	
City:	NEW CASTLE	
State/Country:	DELAWARE	
Postal Code:	19720	
PROPERTY NUMBERS Total: 24		
Property Type	Number	
Patent Number:	6868380	
Patent Number:	6895377	
Patent Number:	7366766	
Patent Number:	7120585	
Patent Number:	7624010	
Patent Number:	6990179	
Patent Number:	7370086	
Patent Number:	8363792	
Patent Number:	7933775	
Patent Number:	8380519	
Patent Number:	8024422	
Patent Number:	8812314	
Patent Number:	8311812	
Patent Number:	9219637	
Patent Number:	8463914	
Patent Number:	8510412	
Patent Number:	9311929	
Patent Number:	9313312	
Patent Number:	8725516	

Property Type	Number
Patent Number:	9413887
Application Number:	12022723
Application Number:	13052412
Application Number:	15063587
Application Number:	15232254

CORRESPONDENCE DATA

Fax Number: (214)981-3400
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: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: DUSAN CLARK, ESQ.
Address Line 1: SIDLEY AUSTIN LLP
Address Line 2: 2021 MCKINNEY AVE., SUITE 2000
Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	67992-30020
NAME OF SUBMITTER:	DUSAN CLARK
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	05/19/2017

Total Attachments: 6
source=hms patent security agreement executed#page1.tif
source=hms patent security agreement executed#page2.tif
source=hms patent security agreement executed#page3.tif
source=hms patent security agreement executed#page4.tif
source=hms patent security agreement executed#page5.tif
source=hms patent security agreement executed#page6.tif

Patent Security Agreement

Patent Security Agreement, dated as of May 17, 2017, by ELIZA CORPORATION (the "Pledgor"), in favor of CITIBANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement dated as of December 16, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Patents of the Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than indemnification obligations not yet due and payable, obligations under clauses (b) and (c) of the definition of Obligations, and LC Exposure that has been cash collateralized) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any

party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

ELIZA CORPORATION

By: 

Name: Jeffrey S. Sherman

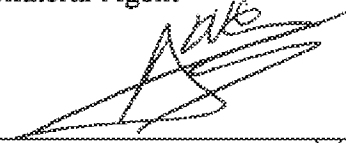
Title: Executive Vice President, Chief Financial
Officer and Treasurer

Signature Page -- Patent Security Agreement

PATENT
REEL: 042441 FRAME: 0577

Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent

By: 

Alvaro De Velasco
Vice President
(212) 815-4312

Name: Alvaro De Velasco
Title: Vice-President

**Schedule I
Patents**

UNITED STATES PATENTS

Registrations:

Title	Owner	Filing Date	Application Number	Patent Number
SPEECH RECOGNITION SYSTEM AND METHOD FOR GENERATING PHONETIC ESTIMATES	Eliza Corporation	March 23, 2001	09/815,768	6868380
PHONETIC DATA PROCESSING SYSTEM AND METHOD	Eliza Corporation	March 23, 2001	09/815769	6895377
WEB-BASED SPEECH RECOGNITION WITH SCRIPTING AND SEMANTIC OBJECTS	Eliza Corporation	March 23, 2001	09/815726	7366766
REMOTE SERVER OBJECT ARCHITECTURE FOR SPEECH RECOGNITIONS	Eliza Corporation	March 23, 2001	09/815808	7120585
METHOD OF AND SYSTEM FOR IMPROVING ACCURACY IN A SPEECH RECOGNITION SYSTEM	Eliza Corporation	July 31, 2001	09/918733	7624010
SPEECH RECOGNITION METHOD AND SYSTEM FOR DETERMINING THE STATUS OF AN ANSWERED TELEPHONE DURING THE COURSE OF AN OUTBOUND TELEPHONE CALL	Eliza Corporation	August 31, 2001	09/945282	6990179
WEB-BASED SPEECH RECOGNITION WITH SCRIPTING AND SEMANTIC OBJECTS	Eliza Corporation	March 14, 2002	10/097760	7370086
SPEECH RECOGNITION METHOD OF AND SYSTEM FOR DETERMINING THE STATUS OF AN ANSWERED TELEPHONE DURING THE COURSE OF AN OUTBOUND TELEPHONE CALL	Eliza Corporation	September 2, 2005	11/219593	8363792
METHOD OF AND SYSTEM FOR PROVIDING ADAPTIVE RESPONDENT TRAINING IN A SPEECH RECOGNITION APPLICATION BASED UPON THE INHERENT RESPONSE OF THE RESPONDENT	Eliza Corporation	November 14, 2005	11/273528	7933775
SYSTEMS AND TECHNIQUES FOR PRODUCING SPOKEN VOICE PROMPTS WITH DIALOG-CONTEXT-OPTIMIZED SPEECH PARAMETERS	Eliza Corporation	January 25, 2008	12/020217	8380519
WEB-BASED SPEECH RECOGNITION WITH SCRIPTING AND SEMANTIC OBJECTS	Eliza Corporation	April 3, 2008	12/062144	8024422
METHOD OF AND SYSTEM FOR IMPROVING ACCURACY IN A SPEECH RECOGNITION SYSTEM	Eliza Corporation	November 12, 2009	12/616874	8812314
FAST AND ACCURATE EXTRACTION OF FORMANTS FOR SPEECH RECOGNITION USING A PLURALITY OF COMPLEX FILTERS IN PARALLEL	Eliza Corporation	December 1, 2009	12/629,006	8311812
FACILITATING RAPID ESTABLISHMENT OF HUMAN/MACHINE COMMUNICATION LINKS WITH PRIVATE SIP-BASED IP NETWORKS USING PRE-DISTRIBUTED STATIC NETWORK ADDRESS TRANSLATION MAPS	Eliza Corporation	January 30, 2010	12/697,241	9219637
FACILITATING RAPID ESTABLISHMENT OF HUMAN/MACHINE VOICE COMMUNICATION LINKS OVER AN IP NETWORK USING LAST-KNOWN CALL-HOST ENDPOINT STATES	Eliza Corporation	January 30, 2010	12/697,213	8463914
WEB-BASED SPEECH RECOGNITION WITH SCRIPTING AND SEMANTIC OBJECTS	Eliza Corporation	September 6, 2011	13/225791	8510412

UNITED STATES PATENTS

Registrations:

Title	Owner	Filing Date	Application Number	Patent Number
DIGITAL PROCESSOR BASED COMPLEX ACOUSTIC RESONANCE DIGITAL SPEECH ANALYSIS SYSTEM	Eliza Corporation	October 31, 2012	13/665,486	9311929
SPEECH RECOGNITION METHOD OF AND SYSTEM FOR DETERMINING THE STATUS OF AN ANSWERED TELEPHONE DURING THE COURSE OF AN OUTBOUND TELEPHONE CALL	Eliza Corporation	December 17, 2012	13/717082	9313312
SPEECH RECOGNITION METHOD OF AND SYSTEM FOR DETERMINING THE STATUS OF AN ANSWERED TELEPHONE DURING THE COURSE OF AN OUTBOUND TELEPHONE CALL	Eliza Corporation	December 17, 2012	13/717082	9313312
SYSTEMS AND TECHNIQUES FOR PRODUCING SPOKEN VOICE PROMPTS	Eliza Corporation	January 16, 2013	13/742778	8725516
SYSTEMS AND TECHNIQUES FOR PRODUCING SPOKEN VOICE PROMPT	Eliza Corporation	January 26, 2015	14/604997	9413887

Applications:

Title	Owner	Filing Date	Application Number
SYSTEMS AND METHODS FOR PRODUCING BUILD CALLS	Eliza Corporation	January 30, 2008	12/022723
METHOD OF AND SYSTEM FOR PROVIDING ADAPTIVE RESPONDENT TRAINING IN A SPEECH RECOGNITION APPLICATION	Eliza Corporation	March 21, 2011	13/052412
SPEECH RECOGNITION METHOD OF AND SYSTEM FOR DETERMINING THE STATUS OF AN ANSWERED TELEPHONE DURING THE COURSE OF AN OUTBOUND TELEPHONE CALL	Eliza Corporation	March 8, 2016	15/063587
SYSTEMS AND TECHNIQUES FOR PRODUCING SPOKEN VOICE PROMPTS	Eliza Corporation	August 9, 2016	15/232254