

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5146852

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
INVOCA, INC.		09/18/2018
RECEIVING PARTY DATA		
Name:	ORIX GROWTH CAPITAL, LLC	
Street Address:	1717 MAIN STREET, SUITE 1100	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75201	
PROPERTY NUMBERS Total: 17		
Property Type	Number	
Patent Number:	8238540	
Patent Number:	8401172	
Patent Number:	8577016	
Patent Number:	8687794	
Patent Number:	8755511	
Patent Number:	8767946	
Patent Number:	8781105	
Patent Number:	8917860	
Patent Number:	9167078	
Patent Number:	9699309	
Patent Number:	9036808	
Patent Number:	9171322	
Patent Number:	9292861	
Patent Number:	9438733	
Patent Number:	9621729	
Patent Number:	9961198	
Application Number:	15379200	
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>		
PATENT		

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: jlandweber@mcguirewoods.com
Correspondent Name: JOSEPH LANDWEBER
Address Line 1: TWO EMBARCADERO CENTER, SUITE 1300
Address Line 4: SAN FRANCISCO, CALIFORNIA 94111

NAME OF SUBMITTER:	JOSEPH LANDWEBER
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SIGNATURE:	/JOSEPH LANDWEBER/
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DATE SIGNED:	09/18/2018
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Total Attachments: 9

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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)

INVOCA, INC.

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

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

Execution Date(s) September 18, 2018

- ☐ 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: ORIX GROWTH CAPITAL, LLC

Internal Address: _____

Street Address: 1717 Main Street, Suite 1100

City: Dallas

State: Texas

Country: United States Zip: 75201

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

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule A attached hereto.

See Schedule A attached hereto.

Additional numbers attached? ☒ Yes ☐ No

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

Name: Joseph Landweber

Internal Address: McGuireWoods LLP

Street Address: Two Embarcadero Center, Suite 1300

City: San Francisco

State: California Zip: 94111

Phone Number: (415) 490-0852

Docket Number: _____

Email Address: landweber@mcguirewoods.com

6. Total number of applications and patents involved: 17

7. Total fee (37 CFR 1.21(h) & 3.41) \$0.00

- ☐ 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:

Joseph Landweber
Signature

September 18, 2018
Date

Joseph Landweber

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: **9**

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

SCHEDULE A

Patents

Registered Patents

Pending Patents

Title and Description	Date of Application	Date of Issue	Date of Application	Issued Patent No.
Methods and Systems for Processing and Managing Telephonic Communications	4/25/2012	8/7/2012		US 8,238,540 B1
Methods and Systems for Processing and Managing Telephonic Communications	7/31/2012	3/19/2013		US 8,401,172 B1
Methods and Systems for Processing and Managing Telephonic Communications	3/14/2013	11/5/2013		US 8,577,016 B1
Methods and Systems for Processing and Managing Telephonic Communications	9/2/2009	4/1/2014		US 8,687,794 B1
Methods and Systems for Processing and Managing Telephonic Communications	10/31/2013	6/17/2014		US 8,755,511 B2
Methods and Systems for Processing and Managing Telephonic Communications	2/19/2014	7/1/2014		US 8,767,946 B1
Methods and Systems for Processing and Managing Telephonic Communications	2/19/2014	7/15/2014		US 8,781,105 B1
Methods and Systems for Processing and Managing Communications	6/30/2014	12/23/2014		US 8,917,860 B2
Systems and Methods of Processing and Managing Communications	1/28/2015	10/20/2015		US 9,167,078 B2
Systems and Methods of Processing Inbound Calls	8/17/2015	7/4/2017		US 9,699,309
Methods and Systems for Processing and Managing Communications	11/18/2014	5/19/2015		US 9,036,808 B2
Methods and Systems for Routing Calls in a Marketing Campaign	4/7/2015	10/27/2015		US 9,171,322 B2
Methods and Systems for Routing Calls	9/8/2015	3/22/2016		US 9,292,861 B2
Methods and Systems for Transfer and Campaign Management	2/25/2016	9/6/2016		US 9,438,733 B2
Methods and Systems for Transfer and Campaign Management	8/2/2016	4/11/2017		US 9,621,729
Processing Unwanted Calls	6/30/2017	5/1/18		US 9,961,198
Call Tracking	12/14/2016	6/22/2017	US 20170178182A1	US 15,379,200

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of September 18, 2018 (the "Effective Date") by and between ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company ("Lender") and INVOCA, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules 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. Notwithstanding the foregoing, the Collateral shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.
2. Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by Grantor, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by Grantor.
3. Grantor shall not, hereafter, register any mask works, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing the Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as the Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to the Lender identifying the mask works, software, computer programs or other works of authorship being registered and confirming the grant of

a security interest therein in favor of Lender.

4. The security interest granted herein is granted in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the Lender provided for herein or in the Loan Agreement or any of the Loan Documents, 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 the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.
5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Lender and the Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles, provided that the Lender shall retain all rights arising under Federal law.

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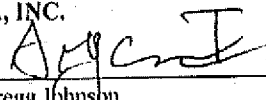
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

564 Market Street, Suite 250
San Francisco, CA 94111
Attn: DAVE COBURN

INVOCA, INC.

By: 
Name: Gregg Johnson
Title: Chief Executive Officer

LENDER:

Address of Lender:

1717 Main Street, Suite 1100
Dallas, TX 75201
Attn: General Counsel

ORIX GROWTH CAPITAL, LLC

By: _____
Name: Mark Campbell
Title: Authorized Signatory

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

105190048

PATENT
REEL: 046903 FRAME: 0589

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.

Address of Grantor:

564 Market Street, Suite 250
San Francisco, CA 94111
Attn: _____

GRANTOR:

INVOKA, INC.

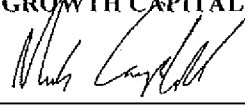
By: _____
Name:
Title:

Address of Lender:

1717 Main Street, Suite 1100
Dallas, TX 75201
Attn: General Counsel

LENDER:

ORIX GROWTH CAPITAL, LLC

By:  _____
Name: Mark Campbell
Title: Authorized Signatory

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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PATENT
REEL: 046903 FRAME: 0590

SCHEDULE A

Copyrights

None

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SCHEDULE B

Trademarks

Title and Description	Date of Application	Date of Issue	Pending Serial No.	Registered Trademark No.
RingPool	5/11/2011	7/30/2013	85318069	4376937
RingPools	5/11/2011	7/30/2013	85318100	4376938
The Power of Talk	9/4/2013	11/11/2014	86055797	4638235
Invoca	9/4/2013	7/7/2015	86055619	4769368
Invoca	9/9/2014	3/21/2017	86389567	5166803
The Power of Talk	9/9/2014	10/18/2016	86389619	5061779
Double Quote Bubble Logo	9/23/2014	4/11/2017	86403432	5182006
Voice Marketing Cloud	7/7/2017		87519385	
Voice Marketing Cloud	7/20/2018		88046930	

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SCHEDULE C

Patents

Registered Patents

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Methods and Systems for Transfer and Campaign Management	8/2/2016	4/11/2017		US 9,621,729
Processing Unwanted Calls	6/30/2017	5/1/18		US 9,961,198
Call Tracking	12/14/2016	6/22/2017	US 20170178182A1	US 15,379,200

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PATENT

RECORDED: 09/18/2018

REEL: 046903 FRAME: 0593