

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6981140

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
DIALOGTECH INC.		05/11/2021
RECEIVING PARTY DATA		
Name:	ORIX GROWTH CAPITAL, LLC	
Street Address:	2001 ROSS AVENUE	
Internal Address:	SUITE 1900	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75201	
PROPERTY NUMBERS Total: 16		
Property Type	Number	
Patent Number:	10923127	
Patent Number:	10609212	
Patent Number:	10482531	
Patent Number:	10360912	
Patent Number:	10212266	
Patent Number:	10194022	
Patent Number:	9699311	
Patent Number:	9363383	
Patent Number:	9332409	
Patent Number:	9160851	
Patent Number:	8817957	
Patent Number:	8687776	
Patent Number:	8447016	
Patent Number:	8223936	
Application Number:	16428039	
Application Number:	13601447	
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.

Phone: 7037125390
Email: mguidry@mcguirewoods.com
Correspondent Name: MELISSA GUIDRY
Address Line 1: 1750 TYSONS BLVD
Address Line 2: SUITE 1800
Address Line 4: TYSONS, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	2067493-0033
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NAME OF SUBMITTER:	MELISSA GUIDRY
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SIGNATURE:	/Melissa Guidry/
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DATE SIGNED:	10/21/2021
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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of May 11, 2021 (the “Effective Date”) by and between ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company (“Lender”) and DIALOGTECH 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 Amended and Restated 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:

120 S. Riverside Plaza, Suite 1100
Chicago, IL 60606
Attn: Chief Financial Officer

DIALOGTECH INC.

By: 

Name: Michael DiFrispo

Title: Chief Financial Officer

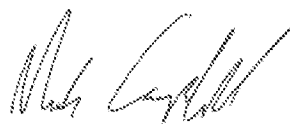
INTELLECTUAL PROPERTY SECURITY AGREEMENT - DIALOGTECH INC.
(INVOKA, INC.)
Signature Page

Address of Lender:

2001 Ross Avenue, Suite 1900
Dallas, TX 75201
Attn: General Counsel

LENDER:

ORIX GROWTH CAPITAL, LLC



By: _____

Name: Mark Campbell

Title: Authorized Signatory

SCHEDULE A

Copyrights

None.

SCHEDULE B

Trademarks

Title and Description	Date of Application	Date of Issue	Pending Serial No.	Registered Trademark No.
BYOT	5/23/2019		88443880	
DIALOGANALYTICS	3/13/2019	11/24/2020	88338346	6203133
DIALOGTECH	11/3/2017	5/28/2019	88338322	5764513
DIALOGTECH (with stylized square over letter "D")	11/3/2017	5/28/2019	88338296	5764514

SCHEDULE C

Patents

<u>Title</u>	<u>Patent Number</u>	<u>Application Date</u>	<u>Application Number</u>	<u>Registration Date</u>
System, method, and computer program product for automatically analyzing and categorizing phone calls	10923127	7/20/2018	16/040,876	2/16/2021
System, method, and computer program product for call tracking using caller identification in cross-channel marketing automation management support with intelligent privacy protection	10609212	3/21/2017	15/464,867	3/31/2020
System and method for automated communications session routing in a communications handling system	10482531	4/28/2016	15/141,412	11/19/2019
Presentation of indications with respect to questions of a communication session	10360912	4/30/2018	15/967,298	7/23/2019
Phone fraud deterrence system for use with toll free and other fee generating numbers	10212266	3/7/2015	14/641,326	2/19/2019
System and method for automatically	10194022	6/30/2017	15/639,392	1/29/2019

detecting undesired calls				
Systems, method, and computer program product for cross-channel customer relationship management support with dynamically inserted voice call numbers	9699311	3/28/2014	14/228,789	7/4/2017
Phone-call triggered system and method for transmitting information via network-enabled server	9363383	7/18/2014	14/335,535	6/7/2016
System and method for emulating call center screen-pop application	9332409	11/2/2012	13/667,949	5/3/2016
System, method, and computer program product for lead management	9160851	12/7/2012	13/707,889	10/13/2015
A phone-call triggered system and method for transmitting information via network-enabled server	8817957	4/2/2009	12/384,314	8/26/2014
System and method to analyze human voice conversations	8687776	9/8/2011	13/228,295	4/1/2014
System and method for emulating call center screen-pop application	8447016	2/13/2009	12/371,081	5/21/2013
Method and system for providing pay-per call services	8223936	1/25/2007	11/627,150	7/17/2012

Presentation of indications with respect to questions of a communication session		10/31/2019	16/428,039	
System, Method, and Computer Program Product for Tracking Calls		08/31/2012	13/601,447	