

Resub 103661233 mld 08-16-13

08/16/2013

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/12)



103661233

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office  
AUG 16 2013  
5th Floor



Mld 07-23-13

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):

AccessLine Communications Corporation

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) December 14, 2012

- Assignment
- Security Agreement
- Other Intellectual Property Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: East West Bank

Street Address: 9300 Flair Drive

City: El Monte

State: CA

Country: USA Zip: 91731

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship California
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: East West Bank

Internal Address: Loan Documentation Dept.  
Loan #34800139/34800140

Street Address: 9300 Flair Drive

City: El Monte

State: CA Zip: 91731

Phone Number: 626-371-8665

Docket Number: \_\_\_\_\_

Email Address: flor.rodriquez@eastwestbank.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$140.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: 07/24/2013 HTON11 00000005 2648371

Authorized Person Name: 01 FC:8521

40.00 OP  
100.00 OP

9. Signature:

Flor Rodriguez  
Signature

7-18-13  
Date

Flor Rodriguez

Name of Person Signing

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

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

**EXHIBIT C**

**Trademarks**

| <u>Description</u>          | <u>Registration/ Application<br/>Number</u> | <u>Registration/ Application Date</u> |
|-----------------------------|---|---------------------------------------|
| A ACCESSLINE COMMUNICATIONS |   | Reg. No. 2,648,371 (11/12/02)         |
| A Design                    |   | Reg. No. 2,648,372 (11/12/02)         |
| ACCESSLINE                  |   | Reg. No. 2,512,293 (11/27/01)         |
| ACCESSLINE COMMUNICATIONS   |   | Reg. No. 2,512,292 (11/27/01)         |
| SMART OFFICE                |   | Reg. No. 2,501,931 (10/30/01)         |

#11824727\_v5

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of December 14, 2012 by and between EAST WEST BANK ("Lender"), and AccessLine Communications Corporation, a Delaware corporation ("Grantor").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loan") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lender, Grantor and certain affiliates of Grantor dated of December 14, 2012 (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).

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 in respect of which it has rights.

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 the Indebtedness, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the prompt and complete payment when due of the Indebtedness, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, and under its intellectual property collateral as described in the Loan Agreement (including without limitation those registered copyrights, patents and trademarks and applications to register copyrights, patents and trademarks 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.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Related Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Related 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 Related 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection with which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows]

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

LENDER:

EAST WEST BANK

Address of Lender:

9300 Flair Drive, 6<sup>th</sup> Floor  
El Monte, CA 91731

By: \_\_\_\_\_

Title: \_\_\_\_\_

GRANTOR:

ACCESSLINE COMMUNICATIONS  
CORPORATION

Address of Grantor:

11201 SE 8th St., Suite #200  
Bellevue, WA 98004

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature page to Intellectual Property Security Agreement]*


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

LENDER:

EAST WEST BANK

Address of Lender:

9300 Flair Drive, 6<sup>th</sup> Floor  
El Monte, CA 91731

By: 

Title: MANAGING DIRECTOR

GRANTOR:

ACCESSLINE COMMUNICATIONS  
CORPORATION

Address of Grantor:

11201 SE 8th St., Suite #200  
Bellevue, WA 98004

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**Copyrights**

None.

**EXHIBIT B**

**Patents**

| <u>Description</u>  | <u>Registration/ Application<br/>Number</u><br><u>Registration/ Application Date</u> |
|---|--|
| Dynamic security system and method, such as for use in a telecommunications system                        | U.S. Patent No. 7,106,845 (September 12, 2006)                                       |
| Economical call processing system and method, such as for providing one-number telecommunication services | U.S. Patent No. 7,068,772 (June 27, 2006)  |
| GEO Location Call Forwarding of Unified Communication Service   | U.S. Provisional App. No. 61/292,731 (Filed January 6, 2010)                         |