

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FIVE9, INC.		02/20/2014	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	CITY NATIONAL BANK
Street Address:	150 California Street
Internal Address:	13th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94583
Entity Type:	National Bank: UNITED STATES

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3119836	FIVE9
Registration Number:	3119837	FIVE9
Registration Number:	3171631	INBOUND. OUTBOUND. UNBOUND.
Registration Number:	3966984	PUTTING A PRETTY FACE ON CUSTOMER SERVIC
Registration Number:	3982207	HOLD-FREE
Registration Number:	4251081	Q-FREE
Registration Number:	4262354	SERVICE IS THE NEW SALES
Serial Number:	85890089	FIVE9
Serial Number:	85708112	INAPP
Serial Number:	85929132	SOCOCARE SOCIAL AND COMMUNITY CARE
Serial Number:	85929149	SOCOCARE

**CORRESPONDENCE DATA**

Fax Number:	8585506420
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CH \$290.00 3119836

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

Phone: 858-550-6403  
Email: erin.obrien@cooley.com  
Correspondent Name: Erin O'Brien  
Address Line 1: c/o Cooley LLP  
Address Line 2: 4401 Eastgate Mall  
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	319000-104 FIVE9
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	02/20/2014

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 20, 2014 by and between CITY NATIONAL BANK ("Bank") and FIVE9, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank and Grantor are parties to that certain Loan and Security Agreement dated as of March 8, 2013, as amended from time to time, including but not limited to, by that certain First Amendment to Loan and Security Agreement dated as of October 18, 2013 (as the same may from time to time be further amended, modified, supplemented or restated, the "Loan Agreement"). Bank and Grantor propose to enter that certain Consent and Second Amendment to Loan and Security Agreement dated as of the date hereof (the "Amendment"). Bank has agreed to enter into the Amendment, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement, as amended by the Amendment.

B. Pursuant to the terms of the Loan Agreement, as amended, Grantor has granted to Bank 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.

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, as amended, and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank 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 and Trademarks listed on Exhibits 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 Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security 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 Bank, 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 to 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, as of the date hereof.

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.

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:

4000 Executive Parkway, Suite 400  
San Ramon, CA 94583

Attn: Chief Executive Officer

Address of Bank:

150 California Street, 13th Floor  
San Francisco, CA 94111

With a copy to:

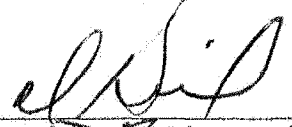
Legal Department  
Attn: Managing Counsel, Credit Unit  
555 S. Flower Street, 18<sup>th</sup> Floor  
Los Angeles, CA 90071

GRANTOR:

FIVE9, INC.

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

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

  
VP Finance

BANK:

CITY NATIONAL BANK

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

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

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:

4000 Executive Parkway, Suite 400  
San Ramon, CA 94583

Attn: Chief Executive Officer

**FIVE9, INC.**

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

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

**BANK:**

Address of Bank:

150 California Street, 13th Floor  
San Francisco, CA 94111

With a copy to:

Legal Department  
Attn: Managing Counsel, Credit Unit  
555 S. Flower Street, 18<sup>th</sup> Floor  
Los Angeles, CA 90071

**CITY NATIONAL BANK**

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

Title: Vice President

**EXHIBIT A**

**Copyrights**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
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None.

**EXHIBIT B**

**Patents**

<u>Company</u>	<u>Title</u>	<u>Status</u>	<u>Country</u>	<u>Patent #</u>	<u>Issue Date</u>	<u>Application #</u>	<u>Application Date</u>	<u>Origin</u>
Five9, Inc.	System and Methods for Outbound Dialing in Multi-Campaign and Blended Environment of Virtual Contact Center	Pending	USA			13/332510	12/21/2011	Five9
Five9, Inc.	Secure Customer Service Proxy Portal	Pending	USA			12/767544	4/26/2010	Face It Corp.
Five9, Inc.	Secure Customer Service Proxy Portal	Pending	Australia			2010241779	4/27/2010	Face It Corp.
Five9, Inc.	Secure Customer Service Proxy Portal	Pending	Canada			2760146	4/27/2010	Face It Corp.
Five9, Inc.	Secure Customer Service Proxy Portal	Pending	Europe			10770192.2	4/27/2010	Face It Corp.
Five9, Inc.	Trust-Based Personalized Offer Portal	Pending	USA			12/772894	5/3/2010	Face It Corp.
Five9, Inc.	Trust-Based Personalized Offer Portal	Pending	Australia			2010246014	5/4/2010	Face It Corp.
Five9, Inc.	Trust-Based Personalized Offer Portal	Pending	Canada			2761498	5/4/2010	Face It Corp.
Five9, Inc.	Trust-Based Personalized Offer Portal	Pending	Europe			10772716.6	5/4/2010	Face It Corp.
Five9, Inc.	Network Predictive Customer Service Queue Management	Pending	USA			13/594356	8/24/2012	Face It Corp.
Five9, Inc.	Social Proxy and Protocol Gateway	Pending	USA			13/604929	9/6/2012	Face It Corp.
Five9, Inc.	QR Data Proxy and Protocol Gateway	Pending	USA			13/736788	1/8/2013	Face It Corp.
Five9, Inc.	QR Data Proxy and Protocol Gateway	Pending	PCT			PCT/US2013/020756	1/9/2013	Face It Corp.
Five9, Inc.	System for Social Care Routing, Prioritization and Agent Assistance	Pending	USA			13/793723	3/11/2013	Face It Corp.
Five9, Inc.	System for Social Care Routing, Prioritization and Agent Assistance	Pending	PCT			PCT/US2013/57135	8/28/2013	Face It Corp.
Five9, Inc.	Method for Estimation Impact of Calls in Dialer for Predictive Dialing	Issued	USA	8345856	1/1/2013	13/332490	12/21/2011	Five9
Five9, Inc.	Method for Controlling Abandonment Rate in Outbound Campaigns	Issued	USA	8411844	4/2/2013	13/332503	12/21/2011	Five9
Five9, Inc.	System and Method for Optimal Outbound Dialing in Virtual Contact Center	Issued	USA	8582752	11/12/2013	13/332516	12/21/2011	Five9
Five9, Inc.	System and Method for Biometrics Based Fraud Protection	Issued	USA			13/340291	12/29/2011	Face It Corp.

<u>Company</u>	<u>Title</u>	<u>Status</u>	<u>Country</u>	<u>Patent #</u>	<u>Issue Date</u>	<u>Application #</u>	<u>Application Date</u>	<u>Origin</u>
Five9, Inc.	Network Predictive Customer Service Queue Management	Completed	PCT			PCT/US2012/052330	8/24/2012	Face It Corp.
Five9, Inc.	Social Proxy and Protocol Gateway	Completed	PCT			PCT/US2012/054245	9/7/2012	Face It Corp.
	Network Predictive Customer Service Queue Management	Priority Claimed from PCT/US2012/05	EP				To be filed by 03/26/2014	
	Social Proxy and Protocol Gateway	Priority Claimed from PCT/US2012/05	EP				To be filed by 04/07/2014	



**EXHIBIT C**

**Trademarks**

<u>Trademark</u>	<u>Status</u>	<u>Country</u>	<u>Registration # / Application #</u>	<u>Registration Date</u>
FIVE9	Registered	USA	3119836	7/25/2006
FIVE9 (9 in circle)	Registered	USA	3119837	7/25/2006
INBOUND. OUTBOUND. UNBOUND.	Registered	USA	3171631	11/14/2006
PUTTING A PRETTY FACE ON CUSTOMER SERVICE	Registered	USA	3966984	5/24/2011
HOLD-FREE	Registered	USA	3982207	6/21/2011
Q-FREE	Registered	USA	4251081	11/27/2012
SERVICE IS THE NEW SALES	Registered	USA	4262354	12/18/2012
FIVE9 Logo	Registered	Brazil	828659354	5/19/2009
FIVE9 Logo	Registered	Canada	TMA 690209	6/19/2007
FIVE9 Logo	Registered	India	1379869	3/29/2007
FIVE9 Logo	Registered	Mexico	924760	3/20/2006
FIVE9 Logo	Registered	Pakistan	214829	3/20/2012
FIVE9 Logo	Registered	Philippines	4-2005-008425	6/11/2007
FIVE9	Registered	Brazil	828653887	5/19/2009
FIVE9	Registered	Canada	TMA 690299	6/19/2007
FIVE9	Registered	India	1379868	3/29/2007
FIVE9	Registered	Mexico	925006	3/22/2006
FIVE9	Registered	Pakistan	214830	8/24/2013
FIVE9	Registered	Philippines	4-2005008426	6/11/2007
FIVE9 and Design	Registered	Mexico	1394264	8/30/2013
FIVE9 and Design	Pending - Published	EU	11700887	3/28/2013
FIVE9 and Design	Pending - Notice of Allowance Issued	USA	85/890089	3/29/2013
FIVE9 and Design	Pending	Canada	1620485	3/28/2013
FIVE9 and Design	Pending	Philippines	4-2013-003558	4/1/2013
INAPP	Pending	USA	85/708112	8/20/2012
SOCOCARE SOCIAL AND COMMUNITY CARE & Design	Pending	USA	85/929132	3/10/2013
SOCOCARE	Pending	USA	85/929149	5/10/2013