

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Interactions Corporation		06/11/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4248289	HUMANTOUCH	
Registration Number:	3965227	UNDERSTANDING ENABLED	
CORRESPONDENCE DATA			
Fax Number:	4157735759		
<i>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.</i>			
Phone:	4157735697		
Email:	tgore@orrick.com		
Correspondent Name:	Daniel C. Lopez		
Address Line 1:	The Orrick Building, 405 Howard Street		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	28633.21		
NAME OF SUBMITTER:	Daniel C. Lopez		
SIGNATURE:	/Daniel C. Lopez/		
DATE SIGNED:	06/24/2015		
Total Attachments: 7			
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1717 Main Street, Suite 1100, Dallas, Texas 75201
TEL: 214-237-2000 FAX: 469-385-1374

CONFIDENTIAL

June 11, 2015

Rasa Kelpsa
Ares Capital Corporation
245 Park Avenue, 44th Floor
New York, NY 10167

Joseph Gildea
Interactions LLC
Interactions Corporation
31 Hayward Street, Suite E
Franklin, MA 02038

Re: Loan and Security Agreement by and between ORIX Ventures, and Interactions LLC, a Delaware limited liability company, and Interactions Corporation, a Delaware corporation (jointly and severally, "Borrower"), dated June 27, 2014, as may be amended (the "*Agreement*").

Dear Rasa and Joe,

Borrower has informed ORIX Ventures, LLC ("ORIX") that Ares Capital Corporation ("Ares Capital"), as lender, Ares Venture Finance, L.P. ("Ares Venture"), as lender (in such capacity, a "Lender" and together with Ares Capital, the "Lenders" and each individually, a "Lender"), as administrative agent (in such capacity, "Administrative Agent"), intends to pay off, on behalf of Borrower, the outstanding principal balance of the Loan (as defined in the Agreement), together with all accrued but unpaid interest and fees thereon, and all other outstanding Obligations under the Loan Document. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

The total amount due under the Agreement, including without limitation all principal, accrued interest, pre-payment fees, expense reimbursement and any other amounts due in connection with the Loan Documents, on June 12, 2015, is \$12,421,083.90 (the "*Pay-Off Amount*"), which Pay-Off Amount is comprised of (i) \$12,000,000 in respect of the principal outstanding, (ii) \$53,583.90 in respect of accrued interest, and (iii) fees and expenses (including attorneys' fees) of \$7,500, and (iv) \$360,000.00 in respect of the applicable prepayment fee. If the Pay-Off Amount is not received by 3:00 pm, Dallas, TX time, on June 12, 2015, interest shall continue to accrue on the Obligations at the rate set forth in the Agreement. The per diem accrual of interest on the Obligations is \$3,345.28 (the "*Per Diem Amount*"). Upon request of Borrower, ORIX shall provide Borrower with a revised figure for the amount of interest to be paid as part of the Pay-Off Amount.

The Pay-Off Amount (plus any applicable Per Diem amount) shall be tendered via a federal funds

wire of immediately available funds to:

Bank Name:	Bank of New York Mellon
ABA No.:	021-000-018
Account Number:	6310107083
Reference:	Interactions
Account:	ORIX

Upon receipt by ORIX of the Pay-Off Amount, together with any applicable Per Diem Amount, except as set forth below, automatically and without further action on the part of any person, (i) the Agreement and any documents related thereto shall terminate and have no further force or effect, (ii) all indebtedness and obligations of Borrower to ORIX under the Loan Document shall be paid and discharged in full, and (iii) all security interests and other liens on the assets securing Borrower's financial obligations under the Loan Document and any documents related thereto, including without limitation all liens on any intellectual property of Borrower, will be released and terminated. Notwithstanding anything to the contrary contained herein or in any of such releases or other documents, (i) the obligations and liabilities of the Borrower to ORIX under or in respect of the Loan Documents relating to indemnification and expense reimbursement, and all other provisions that expressly survive any termination of the Loan Documents, shall continue in full force and effect in accordance with their terms, (ii) Borrower shall remain liable for any Obligations that remain unpaid after the Payment Date as a result of errors in calculation of any amounts due to ORIX under the Loan Documents, and (iii) for the avoidance of doubt, any warrants or any other documents related to any equity investment made by ORIX or an affiliate thereof (including, without limitation, the Warrant) shall remain in full force and effect and shall not be discharged or affected by this agreement.

After receipt of the Pay-Off Amount, plus any applicable per diem amounts, ORIX shall, within 1 business day of their delivery to ORIX, deliver to the Borrower any releases of liens, discharges, terminations and other release documentation, at Borrower's expense, as reasonably requested and provided by the Borrower, for the purpose of releasing ORIX's liens and security interests in all of the assets and property of the Borrower securing the Obligations. In the event ORIX fails to deliver such release documentation as above, Borrower (including Borrower's legal counsel or any other representatives) is then authorized to file UCC termination statements, real property releases and intellectual property releases of record necessary to further evidence the release of security interests of ORIX in the Collateral set forth herein. ORIX agrees to take, at Borrower's expense, all reasonable additional steps requested by the Borrower as may be necessary to evidence the release of its security interests and any other liens in the Collateral.

This agreement shall terminate and be of no further or effect if the Pay-Off Amount, plus any applicable Per Diem Amount, is not received by ORIX on or prior to June 19, 2015.

This agreement shall be governed by the laws of the State of New York.

[Remainder of page intentionally left blank.]

In the event that you need any other information, please feel free to contact me.

Very truly yours,

ORIX Ventures, LLC



By: _____

Name: Mark Campbell

Title: Authorized Representative

AGREED TO AND ACKNOWLEDGED BY:

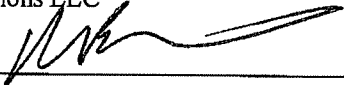
Interactions Corporation

By:  _____

Name: Michael B. Iacucci

Title: CEO

Interactions LLC

By:  _____

Name: Michael B. Iacucci

Title: CEO

TRADEMARK

REEL: 005559 FRAME: 0713



Intellectual Property Searches
Interactions Corporation - Orrick Ref. 28633.1
May 14, 2015

Entities (1)

Entity Name	N# Hits
1 Interactions Corporation (Delaware)	5 patents; 0 copyright ;2 trademarks



Intellectual Property Searches
Interactions Corporation - Orrick Ref. 28633.1
May 14, 2015

PATENTS
U.S. PATENTS/APPLICATIONS

Title	Serial No. Grant No.	Status	Liens
Apparatus and method for processing service interactions	13/935,230 8626520	Granted	New owner is INTERACTIONS LLC There is 1 lien in favor of ORIX VENTURES, LLC (reel/frame: 034677 / 0768 dated 12/19/2014)
Apparatus and method for processing service interactions	13/708,264 8484042	Granted	New owner is INTERACTIONS LLC There is 1 lien in favor of ORIX VENTURES, LLC (reel/frame: 034677 / 0768 dated 12/19/2014)
Automated speech recognition proxy system for natural language	13/070,865 8484031	Granted	New owner is INTERACTIONS LLC There is 1 lien in favor of ORIX VENTURES, LLC (reel/frame: 034677 / 0768 dated 12/19/2014)
Conference call management system	12/618,743 8223944	Granted	New owner is INTERACTIONS LLC There is 1 lien in favor of ORIX VENTURES, LLC (reel/frame: 034677 / 0768 dated 12/19/2014)
Apparatus and Method for Processing Service Interactions	14/136003	Pending	New owner is INTERACTIONS LLC There is 1 lien in favor of ORIX VENTURES, LLC (reel/frame: 034677 / 0768 dated 12/19/2014)



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**Intellectual Property Searches
Interactions Corporation - Orrick Ref. 28633.1
May 14, 2015**

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No hits



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Intellectual Property Searches
Interactions Corporation - Orrick Ref. 28633.1
May 14, 2015

TRADEMARKS

U.S. FEDERAL REGISTRATIONS/APPLICATIONS

Mark	Serial No. Registration No.	Status	Liens
HUMANTOUCH	85251857 4248289	Registered	New owner is INTERACTIONS LLC There is 1 lien in favor of ORIX VENTURES, LLC (reel/frame: 5420/0249 dated 12/16/2014)
UNDERSTANDING ENABLED	85122573 3965227	Registered	New owner is INTERACTIONS LLC There is 1 lien in favor of ORIX VENTURES, LLC (reel/frame: 5420/0249 dated 12/16/2014)