

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM375829

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CONNECTANDSELL, INC.		10/26/2015	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PACIFIC WESTERN BANK		
<b>Street Address:</b>	406 BLACKWELL STREET		
<b>Internal Address:</b>	SUITE 240		
<b>City:</b>	DURHAM		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	STATE CHARTERED BANK: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86587046	OUTBOUNDONDEMAND	
<b>Registration Number:</b>	4127800	CONNECTANDSELL	
<b>Registration Number:</b>	4127799	THE END OF DIALING	
<b>Registration Number:</b>	4127798	CONNECTANDSELL THE END OF DIALING	
<b>Registration Number:</b>	4127796	DIALING	
<b>Registration Number:</b>	3515334	CONNECTANDSELL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9193541278		
<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>			
<b>Phone:</b>	9193143114		
<b>Email:</b>	loandocsdept@square1bank.com		
<b>Correspondent Name:</b>	PACIFIC WESTERN BANK		
<b>Address Line 1:</b>	406 BLACKWELL STREET		
<b>Address Line 2:</b>	SUITE 240		
<b>Address Line 4:</b>	DURHAM, NORTH CAROLINA 27701		
<b>NAME OF SUBMITTER:</b>	NICHOLAS NANCE		
<b>SIGNATURE:</b>	/NICHOLASNANCE-JLT/		
<b>DATE SIGNED:</b>	03/07/2016		

CH \$165.00 86587046

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 26, 2015 by and between PACIFIC WESTERN BANK, a California state chartered bank ("*Bank*") and CONNECTANDSELL, INC. a Delaware corporation ("*Grantor*").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Financing Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Financing Agreement"); capitalized terms used herein are used as defined in the Financing Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, 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 Financing Agreement.

C. Pursuant to the terms of the Financing Agreement, 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 Financing Agreement 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 Financing Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Financing Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Financing Agreement and any other agreement, instrument or document entered into by Bank and Grantor in connection with the Financing Agreement (the "Financing 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 Financing Agreement or any of the Financing 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 Financing Agreement or any of the other Financing 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.

SIGNATURE PAGE FOLLOWS


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:

**CONNECTANDSELL, INC.**

50 University Avenue, Suite B310  
Los Gatos, CA 95030


By:   
Name: CHRIS BEALL  
Title: CEO

**BANK:**

Address of Bank:

**PACIFIC WESTERN BANK**

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

By:   
Name: Marty Zankich  
Title: VP Specialty Finance

**EXHIBIT A**  
**COPYRIGHTS**

Description	Registration Number	Registration Date
NONE		

EXHIBIT B

PATENTS

Description	Application Number OR Patent Number	Application OR Filing Date
Contextual lead generation in an automated communication link establishment and management system	8948372	2/3/2015
Dynamic allocation of agents for outbound calling in an automated communication link establishment and management system	8649500	2/11/2014
Closed loop calling process in an automated communication link establishment and management system	13412715	3/6/2012
System and method for automatic update of calls with portable device	13894126	5/4/2013

EXHIBIT C  
TRADEMARKS

Description	Registration/ Serial Number	Registration/ Application Date
OUTBOUNDONDEMAND	86587046	4/3/2015
CONNECTANDSELL	4127800	4/17/2012
THE END OF DIALING	4127799	4/17/2012
CONNECTANDSELL THE END OF DIALING	4127798	4/17/2012
DIALING	4127796	4/17/2012
CONNECTANDSELL	3515334	10/14/2008
<del>ROCKIN LOCKER SHELF</del>	<del>4157798</del>	<del>6/12/2012</del>

*cuB*