

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EXPERTVOICE, INC.		03/26/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ALIGNMENT DEBT HOLDINGS 1, LLC		
Street Address:	500 7th Avenue, 8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4647409	READYPULSE	
Registration Number:	4643281	READYPULSE	
CORRESPONDENCE DATA			
Fax Number:	9736247070		
<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:	973-622-4444		
Email:	mfriscia@mccarter.com, kknoll@mccarter.com		
Correspondent Name:	Michael Friscia		
Address Line 1:	MCCARTER & ENGLISH, LLP		
Address Line 2:	100 MULBERRY STREET, FOUR GATEWAY CENTER		
Address Line 4:	NEWARK, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	128929/00017		
NAME OF SUBMITTER:	Michael R. Friscia		
SIGNATURE:	/Michael R. Friscia/		
DATE SIGNED:	04/02/2020		
Total Attachments: 5			
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AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Amendment**") is entered into as of March 26, 2020 by and between **ALIGNMENT DEBT HOLDINGS 1, LLC**, a Delaware limited liability company ("**Agent**") on behalf of certain lenders (the "**Lenders**"), and **EXPERTVOICE, INC.**, a Delaware corporation (the "**Grantor**").

RECITALS:

A. The Grantor and the Agent are parties to that certain Intellectual Property Security Agreement dated as of February 24, 2020 (the "**Intellectual Property Security Agreement**"; capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Intellectual Property Security Agreement), which was recorded with the United States Patent and Trademark Office on February 25, 2020 at Reel No. 6874/Frame 0632.

B. The parties now desire to amend the Intellectual Property Security Agreement to include additional Intellectual Property Collateral subsequently acquired by the Grantor.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the parties hereto agree as follows:

1. Amendment to Security Agreement. The Intellectual Property Security Agreement is hereby amended by adding the Intellectual Property Collateral set forth in Exhibit A hereto.

2. All references to "Intellectual Property Collateral" or words of like import referring to Intellectual Property Collateral in the Intellectual Property Security Agreement and each other Loan Document, or any document, instrument or agreement executed and delivered or furnished, or to be executed and delivered or furnished in connection therewith, shall be deemed to include and refer to Intellectual Property Collateral or words of like import as amended hereby.

3. Reaffirmation of Pledge. Except as otherwise provided herein, the Grantor hereby affirms that nothing contained herein shall modify in any respect whatsoever its grant of a lien on and security interest in the Intellectual Property Collateral pursuant to the terms of the Intellectual Property Security Agreement, and reaffirms that the obligations thereunder are and remain in full force and effect.

4. Miscellaneous.

(a) Governing Law, Jurisdiction; Waiver of Right to Trial by Jury; Reinstatement. Sections 10.14 (Governing Law; Jurisdiction; Etc.), 10.15 (Waiver of Right to Trial by Jury) and 10.19 (Reinstatement) of the Loan Agreement are incorporated into this Amendment as if stated in full herein, mutatis mutandis.

(b) Counterparts. This Amendment may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such counterpart, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

(c) Reference to Security Agreement. Each reference in the Intellectual Property Security Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import, and each reference in the Loan Agreement, the Note, the Security Agreement or other agreements, documents or other instruments executed and delivered in connection with the Intellectual Property Security Agreement, shall mean and be a reference to the Intellectual Property Security Agreement as amended by this Amendment.

[Signature Page Follows]

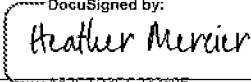
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized officers as of the day and year first above written.

Address of Grantor:

ExpertVoice, Inc.
9 Exchange Place, Suite 1000
Salt Lake City, Utah 84111
Attn: Heather Mercier

GRANTOR:

EXPERTVOICE, INC.

By: 
Name: Heather Mercier
Title: Corporate Secretary

Address of Secured Party:

Alignment Debt Holdings 1, LLC,
500 7th Avenue, 8th Floor
New York, NY 10018
Attn: Vadim Margulis, Manager

SECURED PARTY:

ALIGNMENT DEBT HOLDINGS 1, LLC

By: _____
Name: Vadim Margulis
Title: Manager

[Signature Page to Amendment to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized officers as of the day and year first above written.

Address of Grantor:

ExpertVoice, Inc.
9 Exchange Place, Suite 1000
Salt Lake City, Utah 84111
Attn: Heather Mercier

GRANTOR:

EXPERTVOICE, INC.

By: _____
Name: Heather Mercier
Title: Corporate Secretary

Address of Secured Party:

Alignment Debt Holdings 1, LLC,
500 7th Avenue, 8th Floor
New York, NY 10018
Attn: Vadim Margulis, Manager


SECURED PARTY:

ALIGNMENT DEBT HOLDINGS 1, LLC

By:  _____
Name: Vadim Margulis
Title: Manager

EXHIBIT A

ISSUED U.S. TRADEMARK REGISTRATIONS

Mark	Registration Number	Registration Date
 The logo for 'Ready' features a stylized 'R' symbol to the left of the word 'Ready' in a bold, sans-serif font.	4,647,409	12/02/2014
READYPULSE	4,643,281	11/24/2014