

05-26-1999



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5.10.99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

05/25/1999 DNGUYEN 00000106 75584833

FOR OFFICE USE ONLY

Refund Ref: 05/25/1999 DNGUYEN 0000081470

01 FC:481 40.00 OP
02 FC:482 200.00 OP

CHECK Refund Total: \$120.00

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001901 FRAME: 0532

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75-584,833"/>	<input type="text" value="75-431,445"/>	<input type="text" value="75-431,446"/>	<input type="text" value="1,645,020"/>	<input type="text" value="1,511,582"/>	<input type="text" value="2,090,390"/>
<input type="text" value="75-442,688"/>	<input type="text" value="75-442,689"/>	<input type="text"/>	<input type="text" value="1,987,147"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Dianne Johnson
Name of Person Signing

D Johnson
Signature

May 5, 1999
Date Signed

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 5, 1999 by and among SILICON VALLEY BANK, a California-chartered bank ("SVB"), COMERICA BANK-TEXAS, a Texas state banking association ("Comerica"), VTEL CORPORATION, a Delaware corporation ("Grantor") and Silicon Valley Bank, as servicing agent for the Banks ("Servicing Agent"). Silicon Valley and Comerica are sometimes collectively referred to herein as the "Banks."

RECITALS

A. Banks have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Banks, the Servicing Agent and Grantor dated of even date herewith (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). Banks are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to SVB, as Servicing Agent for the Banks, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to SVB, as Servicing Agent for the Banks, 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to SVB, as Servicing Agent for the Banks, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including, without limitation, those Copyrights, Patents, Trademarks and Mask Works listed on Exhibits A, B, C, and D 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, interference or unfair competition of any type (including any and all insurance and claims for insurance with respect to the same), 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 SVB, as Servicing Agent for the Banks, under the Loan Agreement. The rights and remedies of SVB, as Servicing Agent for the Banks, 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 SVB, as Servicing Agent for the Banks, as a matter of law or equity. Each right, power and remedy of SVB, as Servicing Agent for the Banks, 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 SVB, as Servicing Agent for the Banks, 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 SVB, as Servicing Agent for the Banks, of any or all other rights, powers or remedies.

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

GRANTOR:

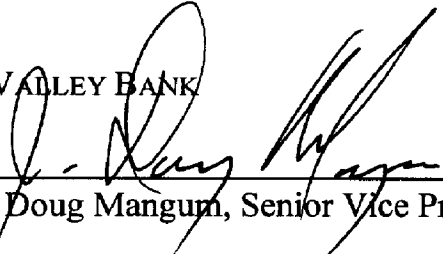
VTEL CORPORATION

By: 
Dianne Johnson, Treasurer

Address of Grantor: 108 Wild Basin Road
Austin, Texas 78746


BANKS:

SILICON VALLEY BANK

By: 
J. Doug Mangum, Senior Vice President

Address of Silicon Valley Bank: 9020 Capital of Texas Highway North
Building 1, Suite 350
Austin, Texas 78759

COMERICA BANK-TEXAS

By: 
Robin A. Ingari, Senior Vice President

Address of Comerica Bank: 804 Congress Avenue, Suite 320
Austin, Texas 78701

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B**ISSUED PATENTS**

Title	Registration Number	Registration Date
Video-telephone Communications System	4,893,326	January 9, 1990
Full Duplex Speakerphone	4,965,822	October 23, 1990
Process and system for video rate control in a multipoint video conference	5,594,725	January 14, 1997
Method and apparatus for a video conference user interface	5,657,246	August 12, 1997
Method for talk/listen determination and multipoint conferencing system using such method	5,768,263	June 16, 1998
Filter and Process for Reducing noise in Audio Signals	5,825,754	October 20, 1998
Method and Apparatus for a Video Conference User Interface	5,872,922	February 16, 1999

PENDING PATENT APPLICATIONS

Title	Application Number	Application Date
A Multiple Medium Message Recording System	08/425,729 and continued under 08/158,045	November 24, 1993 and continued May, 1991
Automatic Voice Tracking Camera Based on Microphone Array	08/509,228	July 31, 1995
Voice Activated Camera Preset Selection System and Method of Operation	08/647,225	May 9, 1996
Automatic Display and Update of Still Frame Images for Videoconferencing	08/826,990	April 10, 1996
Method and system for Sharing Objects between Local and Remote Terminals	08/399,610	April 4, 1996
Vido Postfiltering with Motion-Compensated Temporal Filtering and/or Spatial-Adaptive Filtering	08/989,839	December 12, 1997
Primary Transmission Site Switching in a Multipoint Videoconference Environment Based on Human Voice	09/057,849	April 9, 1998
Digital Video Processing using a Dynamically Varying Number of Video Fields	09/163,901	September 30, 1998
Enhancement of a Selectable Region of Video	09/178,081	October 23, 1998
Auto Switched of Videoconference Focus	09/172,485	October 29, 1998

Title	Application Number	Application Date
User Interface for Video Teleconferencing	60/105,540	October 24, 1998
Electronic Enclosure	29/095,510	October 24, 1998
Video Teleconferencing System with Full Screen Display	29/095,512	October 24, 1998
Display Panel with Computer Icon Image	29/095,511	October 24, 1998
Menu System for Video Teleconferencing Environment	09/178,401	October 24, 1998
Talker Identification Camera Presets	09/193,828	November 17, 1998
Acoustic source Location Using a Microphone Array	09/187,081	November 6, 1998
Method and Apparatus for Reducing Camera Movements in a Video Conference System	09/187,248	November 6, 1998
Apparatus and Method for Avoiding Invalid Camera Positioning in a Video Conference	09/187,202	November 6, 1998

EXHIBIT C

REGISTERED TRADEMARKS

Title	Registration Number	Registration Date
PenPal Graphics	1,645,020	May 21, 1991*
VisionPlus	1,511,582	November 8, 1998
VTEL & Design — Canada	TMA 493,958	May 5, 1998
VTEL Word Mark	1,987,147	July 16, 1996
VTEL & Design — Australia	730889	June 5, 1998
VTEL	2,090,390	August 26, 1997
VTEL & Design — Australia	766014	June 29, 1998

*May 1, 1991 per VTEL

PENDING TRADEMARK APPLICATIONS

Title	Application Number	Application Date
VideoCommerce	75-584,833	November 9, 1998**
VTEL & Design	75-431,445	February 9, 1998
VTEL & Design	75-431,446	February 9, 1998
VTEL & Design — Brazil	820039322	August 27, 1997
V VTEL & Design — Brazil	820864692	June 26, 1998
VTEL & Design — Canada	0880,025	June 1, 1998
VTEL & Design — Canada	0880,026	June 1, 1998
VTEL & Design— China	9800013241	February 19, 1998
VTEL & Design— China	9800063888	June 12, 1998
VTEL & Design— China	9800063889	June 12, 1998
VTEL & Design— China	9800063890	June 12, 1998
VTEL & Design— China	9800063891	June 12, 1998
V VTEL & Design— Brazil	820864641	June 26, 1998
VTEL & Design — CTM	553529	March 6, 1998
VTEL & Design — CTM	843318	June 1, 1998
VTEL & Design—Venezuela	12,072-98	June 30, 1998
VTEL & Design	75-442,688	March 2, 1998
VTEL & Design	75-442,689	March 2, 1998

**January 19, 1999 per VTEL

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

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