

07-20-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101097224

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

INTERVOICE LIMITED PARTNERSHIP

- ☐ Individual(s) ☐ Association
☐ General Partnership ☒ Limited Partnership
☐ Corporation - State of _____
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: June 1, 1999

2. Name and address of receiving party(ies):

Name: BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

Internal Address: _____

Street Address: 901 Main Street, 66th FloorCity: Dallas State: Texas ZIP: 75202-3714

- ☐ Individual(s) citizenship _____
☒ Association a national banking association
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:
☐ Yes ☐ No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)



07-02-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #40

B. Trademark registration No.(s)

1,455,068	1,894,560	1,680,095	1,455,043
1,429,061	1,459,014	2,032,003	1,642,800
2,068,812	2,121,394	1,455,066	2,041,100
2,078,939	1,629,897	1,420,588	1,532,753
1,458,086	1,917,180	1,449,473	2,051,263
1,447,441	1,805,617	1,692,646	1,448,318

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Andre M. Szuwalski
Jenkins & Gilchrist, P.C.

Internal Address: _____

Street Address: 1445 Ross Avenue, Ste. 3200City: Dallas State: Texas Zip: 75202-27996. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41):

\$ 615.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Andre M. Szuwalski
Name of Person Signing

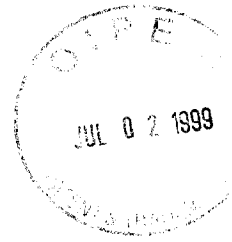
Signature

6/22/99
Date

0 /19/1999 DNGUYEN 00000237 1455068

0 FC:481 40.00 OP
0 FC:482 575.00 OP

Total number of pages comprising cover sheet: 1



TRADEMARK SECURITY AGREEMENT

(InterVoice Limited Partnership)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between INTERVOICE LIMITED PARTNERSHIP, a Nevada limited partnership ("Debtor"), and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association ("Secured Party"), acting in its capacity as Agent pursuant to that certain Credit Agreement dated effective as of June 1, 1999 (as amended, restated, or otherwise modified, the "Credit Agreement") among InterVoice, Inc., InterVoice Acquisition Subsidiary III, Inc., Secured Party, and each of the "Lenders" party thereto.

RECITALS:

A. Debtor and Secured Party have entered into that certain Pledge and Security Agreement, dated as of June 1, 1999 (as amended, restated, or otherwise modified, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration"), and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, to the extent allowable under the license agreement, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, and Trademark License, including, without limitation, any Trademark, Trademark Registration, and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or

(b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by a duly authorized officer of its general partner as of the 1st day of June, 1999.

DEBTOR:

INTERVOICE LIMITED PARTNERSHIP

By: InterVoice GP, Inc., its General Partner

By: 

Name: Rob-Loy J. Graham

Title: President

SECURED PARTY:

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Agent

By: 

Name: Michael J. McCutchin

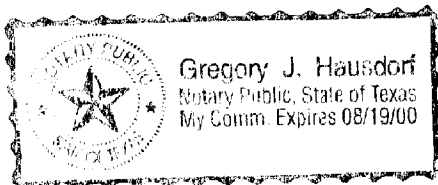
Title: Managing Director

ACKNOWLEDGMENT

STATE OF DALLAS)
)
COUNTY OF TEXAS)

This instrument was acknowledged before me this 7th day of June, 1999, by Rob-Roy J. Graham, as President of InterVoice GP, Inc., a Nevada corporation, on behalf of such company as general partner of InterVoice Limited Partnership.

{Seal}



Gregory J. Hausdorf
Notary Public in and for the State of Texas

My commission expires: _____

STATE OF DALLAS)
)
COUNTY OF TEXAS)

This instrument was acknowledged before me this ___ day of June, 1999, by _____, as _____ of Bank of America National Trust and Savings Association, a national banking association, on behalf of such bank.

{Seal}

Notary Public in and for the State of _____

My commission expires: _____

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco } SS.

On 6-11-99 before me, Mary K. Ridenhour,
(DATE) personally appeared Michael J. McCutcheon (NOTARY)
SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Mary K. Ridenhour
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

☐ INDIVIDUAL
☒ CORPORATE OFFICER
Managing Director
TITLE(S)
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Trademark Security Agreement
TITLE OR TYPE OF DOCUMENT
Inter Voice Limited Partnership
3
NUMBER OF PAGES
6-1-99
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Bank of America NT & SA

OTHER

MAIL DATE CANCELLED

TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Registration Date	Goods
InterVoice LLP	United States	CALLINGCARD	1,455,068	09/01/87	Class 9
InterVoice LLP	United States	CONNECTLINK	1,894,560	05/16/95	Class 9
InterVoice LLP	United States	FONETOWER	1,680,095	03/24/92	Class 9
InterVoice LLP	United States	INTERGEN	1,455,043	09/01/87	Class 9
InterVoice LLP	Australia	INTERSOFT	705,136	03/22/96	Class 9
InterVoice LLP	Canada	INTERSOFT	493,451	04/22/98	Class 9
InterVoice LLP	Chile	INTERSOFT	514673	06/15/98	Class 9
InterVoice LLP	Columbia	INTERSOFT	190509	10/31/96	Class 9
InterVoice LLP	Hong Kong	INTERSOFT	B6264/97	06/06/97	Class 9
InterVoice LLP	Israel	INTERSOFT	104342	07/02/97	Class 9
InterVoice LLP	New Zealand	INTERSOFT	260366	03/27/96	Class 9
InterVoice LLP	Singapore	INTERSOFT	3126/96	03/29/96	Class 9
InterVoice LLP	United States	INTERSOFT	1,429,061	02/17/87	Class 9
InterVoice LLP	United Arab Emr	INTERVOICE	9697	09/10/95	Class 9
InterVoice LLP	Argentina	INTERVOICE	1993466	06/04/96	Class 9
InterVoice LLP	Austria	INTERVOICE	160590	10/20/95	Class 9
InterVoice LLP	Australia	INTERVOICE	667668	11/06/96	Class 9
InterVoice LLP	Bulgaria	INTERVOICE	27,768	02/29/96	Class 9
InterVoice LLP	Bolivia	INTERVOICE	64560-C	09/16/97	Class 9
InterVoice LLP	Brazil	INTERVOICE	818896434	08/18/98	Class 9
InterVoice LLP	Benelux	INTERVOICE	573834	05/02/96	Class 9
InterVoice LLP	Canada	INTERVOICE	TMA469,662	01/24/97	Class 9
InterVoice LLP	Switzerland	INTERVOICE	432830	12/16/96	Class 9
InterVoice LLP	China	INTERVOICE	993726	04/27/97	Class 9
InterVoice LLP	Colombia	INTERVOICE	181749	11/29/95	Class 9
InterVoice LLP	Costa Rica	INTERVOICE	95106	03/07/96	Class 9
InterVoice LLP	Czech Republic	INTERVOICE	213456	10/29/98	Class 9
InterVoice LLP	Germany	INTERVOICE	395 23 650	03/11/96	Class 9

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Registration Date	Goods
InterVoice LLP	Denmark	INTERVOICE	VR009351998	02/27/98	Class 9
InterVoice LLP	Dominican Republic	INTERVOICE	79567	09/15/95	Class 9
InterVoice LLP	Ecuador	INTERVOICE	607-97	03/26/97	Class 9
InterVoice LLP	Spain	INTERVOICE	1967502	10/07/96	Class 9
InterVoice LLP	Finland	INTERVOICE	143004	03/05/96	Class 9
InterVoice LLP	France	INTERVOICE	95/585.634	08/24/95	Class 9
InterVoice LLP	United Kingdom	INTERVOICE	2021171	12/27/96	Class 9
InterVoice LLP	Greece	INTERVOICE	125616	02/17/98	Class 9
InterVoice LLP	Guatemala	INTERVOICE	093316	01/08/99	Class 9
InterVoice LLP	Honduras	INTERVOICE	64162	01/30/96	Class 9
InterVoice LLP	Hungary	INTERVOICE	M9702393	05/20/98	Class 9
InterVoice LLP	Indonesia	INTERVOICE	371495	10/18/96	Class 9
InterVoice LLP	Ireland	INTERVOICE	168371	03/18/97	Class 9
InterVoice LLP	Israel	INTERVOICE	98977	05/08/97	Class 9
InterVoice LLP	Italy	INTERVOICE	714479	06/18/97	Class 9
InterVoice LLP	Japan	INTERVOICE	4,018,822	06/27/97	Class 9
InterVoice LLP	South Korea	INTERVOICE	354346	01/22/97	Class 9
InterVoice LLP	Mexico	INTERVOICE	556344	08/28/97	Class 9
InterVoice LLP	Norway	INTERVOICE	172675	04/25/96	Class 9
InterVoice LLP	Panama	INTERVOICE	78739	11/14/96	Class 9
InterVoice LLP	Peru	INTERVOICE	20182	10/12/95	Class 9
InterVoice LLP	Saudi Arabia	INTERVOICE	387/42	10/26/96	Class 9
InterVoice LLP	Sweden	INTERVOICE	310586	03/22/96	Class 9
InterVoice LLP	Turkey	INTERVOICE	162796	08/08/95	Class 9
InterVoice LLP	Taiwan	INTERVOICE	00744714	01/16/97	Class 9
InterVoice LLP	United States	INTERVOICE	1,459,014	09/29/87	Class 9
InterVoice LLP	Uruguay	INTERVOICE	280604	05/20/97	Class 9
InterVoice LLP	Venezuela	INTERVOICE	Not Yet Rec'd	01/03/97	Class 9
InterVoice LLP	South Africa	INTERVOICE	95/06618	05/24/95	Class 9

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Registration Date	Goods
InterVoice LLP	United States	INTERVOICE AND DESIGN	2,032,003	01/21/97	Class 9
InterVoice LLP	United States	INTERWAY	1,642,800	04/30/91	Class 16
InterVoice LLP	Chile	INVISION	483217	03/27/97	Class 9
InterVoice LLP	Israel	INVISION	104343	12/04/97	Class 9
InterVoice LLP	Mexico	INVISION	569095	01/30/98	Class 9
InterVoice LLP	Thailand	INVISION	KOR59594	06/13/97	Class 9
InterVoice LLP	Taiwan	INVISION	00761014	05/16/97	Class 9
InterVoice LLP	United States	INVISION	2,068,812	06/10/97	Class 9
InterVoice LLP	United States	ISECURE	2,121,394	12/16/97	Class 9
InterVoice LLP	United States	LEAVEWORD	1,455,066	09/01/87	Class 9
InterVoice LLP	United States	MEDIACONNECT	2,041,100	02/25/97	Class 9
InterVoice LLP	European Union	MISCELLANEOUS DESIGN (BUG LOGO)	120915	06/15/98	Classes 9, 38, 42
InterVoice LLP	United States	MISCELLANEOUS DESIGN (BUG LOGO)	2,078,939	07/15/97	Class 9
InterVoice LLP	Argentina	ONEVOICE	1632512	05/14/97	Class 9
InterVoice LLP	Australia	ONEVOICE	705135	03/22/96	Class 9
InterVoice LLP	Canada	ONEVOICE	TMA478,623	07/17/97	Class 9
InterVoice LLP	Colombia	ONEVOICE	190508	10/31/96	Class 9
InterVoice LLP	European Union	ONEVOICE	66308	03/18/98	Classes 9, 38, 42
InterVoice LLP	Hong Kong	ONEVOICE	4217/97	04/11/97	Class 9
InterVoice LLP	Israel	ONEVOICE	104344	11/05/97	Class 9
InterVoice LLP	Japan	ONEVOICE	4,069,211	10/17/97	Class 9
InterVoice LLP	Mexico	ONEVOICE	532944	09/30/96	Class 9
InterVoice LLP	New Zealand	ONEVOICE	260365	03/27/96	Class 9
InterVoice LLP	Taiwan	ONEVOICE	00761013	05/16/97	Class 9
InterVoice LLP	United States	ONEVOICE	1,629,897	01/01/91	Classes 9 and 38
InterVoice LLP	United States	REALCARE	1,420,588	12/09/96	Class 42

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Registration Date	Goods
InterVoice LLP	United States	ROBOTOPERATOR	1,532,753	04/04/89	Class 9
InterVoice LLP	United States	SCREENSCAN	1,458,086	09/22/87	Class 9
InterVoice LLP	United States	TELESCAPE	1,917,180	09/05/95	Class 9
InterVoice LLP	United States	VIRTUALVOICE	1,449,473	07/28/87	Class 9
InterVoice LLP	United States	VISUALCONNECT	2,051,263	04/08/97	Class 9
InterVoice LLP	United States	VOCALCARD	1,477,441	02/23/88	
InterVoice LLP	United States	VOICEEDIT	1,805,617	11/16/93	Class 9
InterVoice LLP	United States	VOICEPLEX	1,692,646	06/09/92	Class 9
InterVoice LLP	United States	YOURVOICE	1,448,318	07/21/87	Class 9