

09-24-2002

9/24/02

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

INTERVOICE, INC., a Texas corporation
INTERVOICE LIMITED PARTNERSHIP, a Nevada
limited partnership

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

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

3. Nature of conveyance:

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

Execution Date: September 18, 2002

2. Name and address of receiving party(ies)

Name: FOOTHILL CAPITAL CORPORATION

Internal
Address: Suite 3000W

Street Address: 2450 Colorado Avenue

City: Santa Monica State: CA Zip: 90404

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State California
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations 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) _____
Please see attached Schedule 1

B. Trademark Registration No.(s) _____
Please see attached Schedule 1

Additional number(s) attached Yes No

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

Name: FEDERAL RESEARCH CORPORATION

Internal Address: _____

Attention: Penelope Agooda

Suite 920

Street Address: 1030 15th Street, NW

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: _____

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7. Total fee (37 CFR 3.41).....\$ 765.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Kimberley A. Lathrop
Name of Person Signing

Kimberley A. Lathrop
Signature

September 20, 2002
Date

Total number of pages including cover sheet, attachments, and document: **27**

09/25/2002 6TON11 0000064 66316

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:481
02 FC:482

40.00 OP
725.00 OP

TRADEMARK
REEL: 002587 FRAME: 0160

SCHEDULE 1

to the Grant of Security Interest-Trademarks
Trademarks of Debtors

EUROPEAN COMMUNITY

<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>	<u>Record Owner</u>	<u>Registration Status</u>
INTERSOFT	66316	4/1/96	66316	5/15/00	9,38,42	IVLP	Registered
ONEVOICE	66308	4/1/96	66308	3/18/98	9,38,42	IVLP	Registered
INVISION	66274	4/1/96	66274	1/4/00	9,38,42	IVLP	Registered
MISCELLANEOUS DESIGN (Bug Logo)	120915	4/1/96	120915	6/15/98	9,38,42	IVLP	Registered
INTERVOICE.COM	1398221	11/25/99	1398221	2/9/01	9	IVLP	Registered
INTERVOICEBRITE	1426154	12/15/99	1426154	4/4/01	9, 37, 38	IVLP	Registered
SOUND TECHNOLOGY. SOUND BUSINESS.	1467257	1/19/00	1467257	2/15/02	9, 37, 38	IVLP	Registered
OMVIA	2258325	6/13/01	—	—	9, 42	IVLP	Pending
IVB	2561207	2/4/02	—	—	9, 35, 38, 42	IVLP	Pending

GREAT BRITAIN

<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>	<u>Record Owner</u>	<u>Registration Status</u>
INTERVOICE	2021171	5/22/95	2021171	12/27/96	9	IVLP	Registered

UNITED STATES

<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>	<u>Record Owner</u>	<u>Registration Status</u>
VOCALCARD	73/584,904	2/27/86	1,477,441	2/23/88	9	IVLP	Registered
VOICEPLEX	74/094,787	9/7/90	1,692,646	6/9/92	9	Inc.	Registered
BUG LOGO	75/101,473	5/9/96	2,078,939	7/15/97	9	IVLP	Registered
ISECURE	75/198,897	11/15/96	2,121,394	12/16/97	9	IVLP	Registered
INTERVOICE-BRITE	75/736,647	6/24/99	—	—	9 & 42	IVLP	Pending
INTERVOICEBRITE	75/736,648	6/24/99	—	—	9 & 42	IVLP	Pending
IN*CONTROL	75/527,707	7/30/98	2,401,281	11/7/00	9	IVLP	Registered
OMVIA	74/181,325	12/15/00	—	—	9, 35, 38 & 42	IVLP	Pending
VISUALCONNECT	74/607,269	12/5/94	2051263	4/8/97	9	IVLP	Registered
TELESCOPE	74/346,223	12/5/94	1917180	9/5/95	9	IVLP	Registered
INTERVOICE AND DESIGN	75/039,900	1/3/96	2032003	1/21/97	38	IVLP	Registered
INVISION	75/035,114	12/21/95	2068812	6/10/97	9	IVLP	Registered
AGENTCONNECT	75/551,322	9/11/98	2295763	11/30/99	9	IVLP	Registered
MEDIACONNECT	74/607,268	12/5/94	2041100	2/25/97	9	IVLP	Registered

<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>	<u>Record Owner</u>	<u>Registration Status</u>
REALCARE	73/585,550	3/3/86	1420588	12/9/86	42	IVLP	Registered
FONETOWER	73/798,629	5/8/89	1680095	3/24/92	9	IVLP	Registered
INTERSOFT	73/584,922	2/27/86	1429061	2/17/87	9	IVLP	Registered
INTERWAY	74/066,824	6/7/90	1642800	4/30/91	16	IVLP	Registered
ONEVOICE	74/012,131	12/18/89	1629897	1/1/91	9	IVLP	Registered
STOREDATA	73/641,263	1/27/87	1455069	9/1/87	9	Inc.	Registered
SCREENSCAN	73/641,262	1/27/87	1458086	9/22/87	9	IVLP	Registered
LEAVEWORD	73/641,114	1/27/87	1455066	9/1/87	9	IVLP	Registered
CALLINGCARD	73/641,217	1/27/87	1455068	9/1/87	9	IVLP	Registered
VIRTUALVOICE	73/636,908	12/22/86	1449473	7/28/87	9	IVLP	Registered
YOURVOICE	73/636,907	12/22/86	1448318	7/21/87	9	IVLP	Registered
INTERGEN	73/636,890	12/22/86	1455043	9/1/87	9	IVLP	Registered
INTERVOICE	73/625,917	10/20/86	1459014	9/29/87	9	IVLP	Registered
ROBOTOPERATOR	73/678,802	8/17/87	1532753	4/4/89	9	IVLP	Registered

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SOUD TECHNOLOGY - SOUND BUSINESS	75/756,88 1	7/21/99	—	—	9, 42	IVLP	Pending
IVB	76/295,14 1	8/6/01	—	—	9, 42	IVLP	Pending

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GRANT OF SECURITY INTEREST-TRADEMARKS

1. WHEREAS, INTERVOICE, INC., a Texas corporation formerly known as InterVoice-Brite, Inc., and INTERVOICE LIMITED PARTNERSHIP, a Nevada Limited Partnership (the "Debtors"), and FOOTHILL CAPITAL CORPORATION, a California Corporation (the "Lender"), have executed a certain Trademark Security Agreement on even date herewith whereby Debtors agreed to grant a security interest in, inter alia: (1) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtors, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule 1 hereto (as the same may be amended, modified or supplemented), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in Debtors' names or in the name of Lender or in the name of Lender for the benefit of itself and Wells Fargo and its Affiliates for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks"), subject to the rights of Borrower's purchasers or distributors in the ordinary course of business of products bearing, or services rendered in connection with, the Trademarks; (2) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto; (3) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Debtors' business symbolized by the Trademarks or associated therewith; and (4) all Proceeds of any and all of the foregoing.

This document is intended to be used solely for the purpose of recording the security interest set forth in said Trademark Security Agreement. The actual terms of the security interest, as well as a full description of the property covered by said Trademark Security Agreement, as well as the respective rights and obligations of the parties, are contained in said Trademark Security Agreement and nothing in this document shall change, or in any manner modify, the terms, conditions, rights or obligations as set forth therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtors do hereby grant, transfer and convey to Lender a security interest in all of Debtors' right, title and interest in and to the Trademarks, together with all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

Signed at Dallas, Texas this 18 day of September, 2002.

INTERVOICE LIMITED PARTNERSHIP,
a Nevada limited partnership

InterVoice GP, Inc. its general partner

By: [Signature]
Name: Rob R. [unclear]
Title: GP

INTERVOICE, INC.,
a Texas corporation

By: [Signature]
Name: Rob R. [unclear]
Title: GP

FOOTHILL CAPITAL CORPORATION,
a California corporation

By: [Signature]
Name: Todd R. Naramoto
Title: Vice President

SCHEDULE 1

to the Grant of Security Interest-Trademarks
Trademarks of Debtors

EUROPEAN COMMUNITY

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IVB	2561207	2/4/02	—	—	9, 35, 38, 42	IVLP	Pending

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INTERWAY	74/066,82 4	6/7/90	1642800	4/30/91	16	IVLP	Registered
ONEVOICE	74/012,13 1	12/18/89	1629897	1/1/91	9	IVLP	Registered
STOREDATA	73/641,26 3	1/27/87	1455069	9/1/87	9	Inc.	Registered
SCREENSCAN	73/641,26 2	1/27/87	1458086	9/22/87	9	IVLP	Registered
LEAVEWORD	73/641,11 4	1/27/87	1455066	9/1/87	9	IVLP	Registered
CALLINGCARD	73/641,21 7	1/27/87	1455068	9/1/87	9	IVLP	Registered
VIRTUALVOICE	73/636,90 8	12/22/86	1449473	7/28/87	9	IVLP	Registered
YOURVOICE	73/636,90 7	12/22/86	1448318	7/21/87	9	IVLP	Registered
INTERGEN	73/636,89 0	12/22/86	1455043	9/1/87	9	IVLP	Registered
INTERVOICE	73/625,91 7	10/20/86	1459014	9/29/87	9	IVLP	Registered
ROBOTOPERATOR	73/678,80 2	8/17/87	1532753	4/4/89	9	IVLP	Registered

<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>	<u>Record Owner</u>	<u>Registration Status</u>
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IVB	76/295,14 1	8/6/01	—	—	9, 42	IVLP	Pending

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RECORDED: 09/24/2002

TRADEMARK
REEL: 002587 FRAME: 0170