

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Key Voice Technologies, Inc.		04/28/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Charter Bank: CALIFORNIA

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Serial Number:	76017194	WIDEPEN PLANET
Registration Number:	2601729	INTERCHANGE
Registration Number:	2449528	DEBUT
Registration Number:	2097118	CORPORATE OFFICE
Registration Number:	2090239	VISUAL CALL MANAGEMENT
Registration Number:	2087281	KEY VOICE
Registration Number:	2131452	SMALL OFFICE

CORRESPONDENCE DATA	
Fax Number:	(404)962-6785
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	404-885-3406
Email:	trademarks@troutmansanders.com
Correspondent Name:	Troutman Sanders LLP
Address Line 1:	600 Peachtree Street NE
Address Line 2:	Suite 5200
Address Line 4:	Atlanta, GEORGIA 30308-2216

OP \$190.00 76017194

ATTORNEY DOCKET NUMBER:

220763.376

NAME OF SUBMITTER:

Daniele E. Bourgeois, Esq.

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 28, 2004 by and among SILICON VALLEY BANK ("Bank"), COMDIAL ACQUISITION CORP., a Delaware corporation, COMDIAL BUSINESS COMMUNICATIONS CORPORATION, a Delaware corporation, COMDIAL TELECOMMUNICATIONS INTERNATIONAL, INC., a Delaware corporation, COMDIAL ENTERPRISE SOLUTIONS, INC., a Delaware corporation, AURORA SYSTEMS, INC., a Delaware corporation, ARRAY TELECOM CORPORATION, a Delaware corporation, KEY VOICE TECHNOLOGIES, INC., a Delaware corporation, and COMDIAL REAL ESTATE CO., INC., a Maryland corporation (each a "Grantor" and collectively, the "Grantors").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to COMDIAL CORPORATION ("Borrower") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein, unless otherwise defined, are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantors execute and deliver to Bank (i) that certain Unconditional Guaranty of even date herewith (as amended from time to time, the "Guaranty"), pursuant to which Grantors, among other things, have unconditionally guaranteed repayment of all Obligations under the Loan Agreement, and (ii) that certain Security Agreement of even date herewith (as amended from time to time, the "Security Agreement"), pursuant to which Grantors, among other things, have granted to Bank a security interest in all of Grantors' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as such term is defined in the Security Agreement).

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 Borrower's obligations under the Loan Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To further secure each Grantor's obligations under the Guaranty and Security Agreement, each Grantor grants and pledges to Bank a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (as such term is defined in the Loan Agreement), 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, 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 Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan 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 Security 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security 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 Bank, of any or all other rights, powers or remedies.

[Signatures appear on following pages]

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.

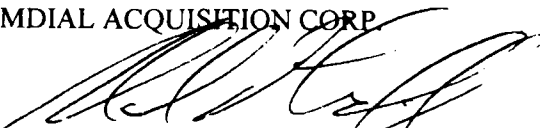
GRANTORS:

Address of Grantors:

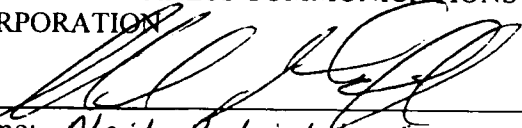
106 Cattlemen Road  
Sarasota, Florida 34232

Attn: CFO

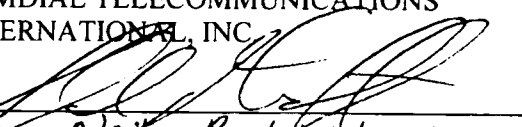
COMDIAL ACQUISITION CORP

By:   
Name: Neil P. Lichtman  
Title: President + CEO

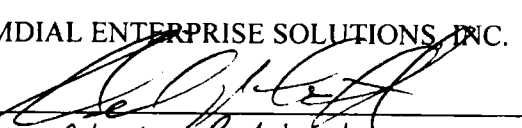
COMDIAL BUSINESS COMMUNICATIONS CORPORATION

By:   
Name: Neil P. Lichtman  
Title: President + CEO

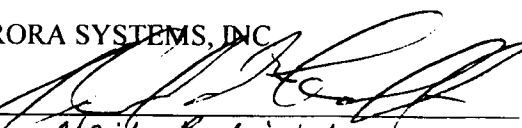
COMDIAL TELECOMMUNICATIONS INTERNATIONAL, INC

By:   
Name: Neil P. Lichtman  
Title: President + CEO

COMDIAL ENTERPRISE SOLUTIONS, INC.

By:   
Name: Neil P. Lichtman  
Title: President + CEO

AURORA SYSTEMS, INC

By:   
Name: Neil P. Lichtman  
Title: President + CEO  
Bank:

ARRAY TELECOM CORPORATION

By: [Signature]  
Name: Neil P. Lichtman  
Title: President + CEO

KEY VOICE TECHNOLOGIES, INC.

By: [Signature]  
Name: Neil P. Lichtman  
Title: President + CEO

COMDIAL REAL ESTATE CO., INC.

By: [Signature]  
Name: Neil P. Lichtman  
Title: President + CEO

BANK:

SILICON VALLEY BANK

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attn: \_\_\_\_\_

ARRAY TELECOM CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

KEY VOICE TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMDIAL REAL ESTATE CO., INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

By: William R. Yang  
Name: WILLIAM L. YANG  
Title: VICE PRESIDENT

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: Commercial Finance  
Division

KEY VOICE TECHNOLOGIES, INC.

Trademarks

<b>Mark</b>	<b>App./ Reg. No.</b>	<b>Owner</b>
WIDEPEN PLANET	76/017194	Key Voice Technologies, Inc.
INTERCHANGE	2601729	Key Voice Technologies, Inc.
DEBUT	2449528	Key Voice Technologies, Inc.
CORPORATE OFFICE	2097118	Key Voice Technologies, Inc.
VISUAL CALL MANAGEMENT	2090239	Key Voice Technologies, Inc.
KEY VOICE	2087281	Key Voice Technologies, Inc.
SMALL OFFICE	2131452	Key Voice Technologies, Inc.

Copyrights

<b>Title</b>	<b>Registration No.</b>	<b>Owner</b>
Blackout.C	TX3845848	Key Voice Technologies, Inc.