

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
Comdial Business Communications Corporation, d/b/a Comdial Telephone Systems		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: 1

Property Type	Number	Word Mark
Registration Number:	1305804	MAXPLUS

CORRESPONDENCE DATA

Fax Number: (404)962-6785
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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

ATTORNEY DOCKET NUMBER:	220763.376
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NAME OF SUBMITTER:	Daniele E. Bourgeois, Esq.
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Total Attachments: 6
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 source=comdial guarantor agr-pg 02#page1.tif

OP \$40.00 1305804

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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.

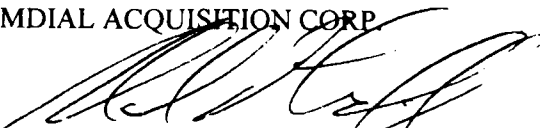
Address of Grantors:

106 Cattlemen Road
Sarasota, Florida 34232

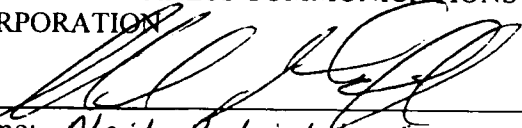
Attn: CFO

GRANTORS:

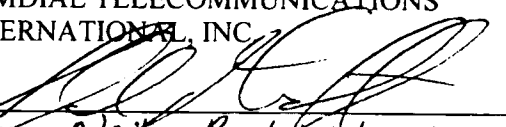
COMDIAL ACQUISITION CORP

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

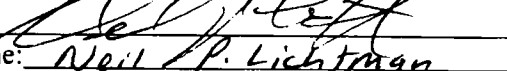
COMDIAL BUSINESS COMMUNICATIONS CORPORATION

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

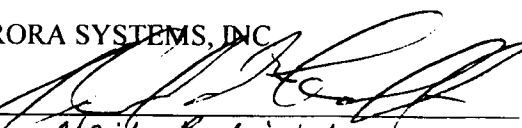
COMDIAL TELECOMMUNICATIONS INTERNATIONAL, INC

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

COMDIAL BUSINESS COMMUNICATIONS CORPORATION,
D.B.A. COMDIAL TELEPHONE SYSTEMS

Trademarks

Mark	App./ Reg. No.	Owner
MAXPLUS	1305804	Comdial Business Communications Corporation, d.b.a. Comdial Telephone Systems