

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	03/29/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Telwares Communications, LLC		03/29/2005	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Bernard National Loan Investors, LTD.
Street Address:	745 Fifth Avenue, 18th Floor
Internal Address:	c/o DB Zwirn & Co., L.P.
City:	New York
State/Country:	NEW YORK
Postal Code:	10151
Entity Type:	Limited Liability Company:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2144547	TELWARES

CORRESPONDENCE DATA

Fax Number: (415)591-1400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 415-591-1437
 Email: ggillen@winston.com
 Correspondent Name: Winston & Strawn LLP
 Address Line 1: 101 California Street, Suite 3900
 Address Line 2: Grace Gillen
 Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Eva Franko
Signature:	/Eva Franko/

Date:

04/05/2005

Total Attachments: 5

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**COLLATERAL GRANT OF SECURITY INTEREST IN
PATENTS AND TRADEMARKS**

This Collateral Grant of Security Interest in Patents and Trademarks (this "Agreement") is made on this 29th day of March 2005, by TELWARES COMMUNICATIONS, LLC, a Delaware limited liability company ("Grantor"), for the benefit of BERNARD NATIONAL LOAN INVESTORS, LTD., a Cayman Islands limited liability company ("Lender").

WHEREAS, Grantor owns an interest in the patents and applications for patents, and is a party to the patent licenses listed on Schedule A;

WHEREAS, Grantor owns an interest in the trademarks and applications for trademarks, and is a party to the trademark licenses listed on Schedule B; and

WHEREAS, pursuant to that certain Subordinated Loan and Security Agreement dated as of March 29, 2005 (the "Loan Agreement"), Grantor has granted to Lender a security interest in all of Grantor's assets, including all right, title and interest of Grantor in, to and under all of Grantor's Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for Patents or Trademarks (each as defined in the Loan Agreement), and all renewals thereof, in each case whether presently existing or hereafter arising or acquired, to secure the payment of all the Obligations (as defined in the Loan Agreement).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of the Obligations, Grantor hereby grants to Lender a continuing security interest in all of Grantor's now existing or hereafter acquired right, title, and interest in all of the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising:

(i) all Patents, Patent Licenses, and applications for Patents, including those listed on Schedule A;

(ii) all Trademarks, Trademark Licenses, and applications for Trademarks, including those listed on Schedule B; and

(iii) all Proceeds of the foregoing.

2. Authorization. Grantor hereby authorizes Lender to file this Agreement with the U.S. Patent and Trademark Office and take any other actions necessary to enable Lender to perfect its security interest in the Intellectual Property Collateral. Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. Security for Obligations. The security interest in the Intellectual Property Collateral is granted to secure the Obligations under and pursuant to the Loan Agreement, and other Loan Documents (as defined in the Loan Agreement). Grantor does hereby further

acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement and other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All capitalized terms and rules of construction used herein but not defined or established herein shall be applied herein as defined or established in the Loan Agreement.

4. Governing Law. This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of law principles hereof, and (where applicable) the laws of the United States of America.

5. Further Assurances. At any time and from time to time, upon the written request of Lender, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Lender may request for the purpose of enabling Lender to perfect or preserve its security interest in the Intellectual Property Collateral, including, without limitation, the filing by Lender of any additional, supplemental, or amended Collateral Grant of Security Interest of Patents and Trademarks with the U.S. Patent and Trademark Office, or the filing by Lender of any financing statements or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby or in the Loan Agreement.

6. Lender's Right to Sue. From and after the occurrence and during the continuance of an Event of Default under the Loan Agreement, subject to the terms of the Loan Agreement, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name against any third parties to enforce Lender's interests in and to the Intellectual Property Collateral, and, if Lender shall commence any such suit, Grantor shall, at the request of Lender, do any and all lawful acts and execute and deliver any and all proper documents, instruments or information that may be necessary or desirable to aid Lender in such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in the exercise of the foregoing rights. Any recovery from such suits shall be applied by Lender in the order or priorities set forth in the Loan Agreement.

7. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by Grantor and Lender.

8. Binding Effect. This Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Lender, its nominees and assigns.

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IN WITNESS WHEREOF, Grantor has duly executed this Collateral Grant of Security Interest in Patents and Trademarks as of the date first set forth above.

Grantor:

TELWARES COMMUNICATIONS, LLC
by TEM Holdings Corp. as Managing Member
Signature: *David A. Dill*
Print Name: David A. Dill
Title: CFO

SCHEDULE A

**TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND
TRADEMARKS**

PATENTS, PATENT APPLICATIONS AND PATENT LICENSES

PATENTS		
Patent Name	Status and Date Issued	Patent Number
None		

PATENT APPLICATIONS		
Name	Status and Date Filed	Application Number
None		

PATENT LICENSES			
Name	Licensor	Licensee	Patent Number
None			

SCHEDULE B

**TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND
TRADEMARKS**

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

TRADEMARKS			
Name	Date Filed or Issued	Serial Number	Status
Telwares	3/17/98	2,144,547	Registered

TRADEMARK APPLICATIONS			
Name	Date Filed	Serial Number	Status
None			

TRADEMARK LICENSES			
Name	Licensor	Licensee	Number
None			