

2/6/6

02-07-2006



103173549

To the Director of the U.S. Patent and Trademark Office

documents or the new address(es) below.

1. Name of conveying party(ies):
Applied Voice & Speech Technologies, Inc.

2. Name of receiving party(ies):
Additional name(s) of conveying parties attached? Yes No

Name: Silicon Valley Bank
Internal Address

Street Address: 3003 Tasman Drive

City Santa Clara
State Ca
Country USA
Zip 95054

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

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): December 13th, 2005

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

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)
78387119

B. Trademark Registration No.(s)
3012224 2648845 2590033

78364846

2979930 2590036 2559907

78364840

2943691 2590035 2556516

78267644

2909303 2590034 1606164

78315014

2675228 2606105 1447244

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached? Yes No

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

Name: Silicon Valley Bank

Internal Address: Loan Collateral HF154

Street Address: 3003 Tasman Dr.

City: Santa Clara State: CA ZIP: 95054

Phone Number: (408) 654-4042

Fax Number: (408) 654-6313

Email Address: ldc@svbank.com

6. Total number of applications and registrations involved: 20

7 Total fee (37 CFR 2.6 (b)(6) & 3.41): \$515.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number
Authorized User Name

OFFICE OF THE CLERK
2007 FEB -6 AM 7:20
FINANCE SECTION

9. Signature

(Handwritten Signature)
AILEENE SAMATUA

Signature

1/23/06

Date

Total number of pages including cover sheet, attachments, and document: 7

02/07/2006 DBYRME 00000073 78387119 Person Signing

01 FC:8521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and APPLIED VOICE & SPEECH TECHNOLOGIES, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules 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 Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan 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 Loan 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 Loan 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.

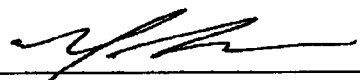
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:
27042 Towne Centre Drive, Suite 220
Foothill Ranch, CA 92610

Attn: Chief Financial Officer

APPLIED VOICE & SPEECH TECHNOLOGIES, INC.

By: 
Title: President & CEO

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Manager

SILICON VALLEY BANK

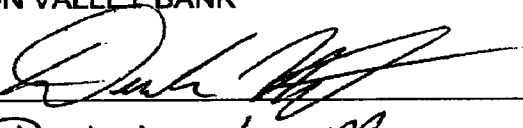
By: 
Title: Relationship Manager

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

GT6468445.3
354271-1

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Detection of Voice Inactivity within a Sound Stream	10/770748	2/2/2004
Voice-Activated Interactive Multimedia Information Processing System	09/796946	3/1/2001
Automated Natural Language Inference System	10/231552	8/30/2002
System for Networking Attendant and Messaging Speech Systems	10/231941	8/30/2002
VC-to-DTMF Interfacing Systems and Method	10/655881	9/6/2003
Apparatus and Method for Personalized Call Acknowledgement in Call Management Telephone Answering Systems	10/932745	9/2/2004
Apparatus and Method for Notification of a Party in a Telephone Conference	10/908809	11/15/2004
Sound Event Processing with Echo Analysis	11/096004	3/30/2005
Messaging Systems Configuration	11/126624	5/11/2005

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Supportxpress (block letters)	3012224	11/1/2005
Xpresscare (block letters)	2979930	7/26/2005
Avst	2943691	4/26/2005
Seneca	2909303	12/7/2004
Phonexpress Professional	2675228	1/14/2003
Sound Advantage	2648845	11/12/2002
America's Favorite Voice Mail	2590036	7/2/2002
America's Favorite Email Assistant	2590035	7/2/2002
America's Favorite Fax Assistant	2590034	7/2/2002
America's Favorite PBX Assistant	2606105	8/6/2002
America's Favorite Receptionist	2590033	7/2/2002
The Power to Speak With Your Technology	2559907	4/9/2002
Sandi	2556516	4/2/2002
Callxpress	1606164	7/17/1990
Phonexpress	1447244	7/14/1987
Partnerxpress	78/387119	3/18/2004
MTD	78/364846	2/9/2004
Message Termination Detection	78/364840	2/9/2004
Mobility Messenger	78/267644	6/26/2003
AVT	78/315014	10/17/2003

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

GTV6468445.3
354271-1

RECORDED: 02/06/2006

TRADEMARK
REEL: 003297 FRAME: 0193