

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vocalocity, Inc.		04/27/2006	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	H.I.G. Ventures-Vocalocity, Inc.		
Street Address:	950 E. Paces Ferry Road, Suite 1550		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78355398	VOCALOS	
Registration Number:	2817231	VOCALOCITY	
CORRESPONDENCE DATA			
Fax Number:	(404)253-8463		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-881-4583		
Email:	jon.jurgovan@alston.com		
Correspondent Name:	Jon M. Jurgovan, Partner, Alston & Bird		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309-3424		
ATTORNEY DOCKET NUMBER:	044227/287842		
NAME OF SUBMITTER:	Jon M. Jurgovan		
Signature:	/Jon M. Jurgovan/		
Date:	05/01/2006		

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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 27, 2006, executed by VOCALOCITY, INC., a Georgia corporation (the "Debtor") in favor of H.I.G. Ventures-Vocalocity, Inc., for itself and as Collateral Agent (the "Collateral Agent"), for the benefit of the Secured Parties. Capitalized terms used in this Agreement shall have the meanings set forth in the Security Agreement (as defined below) unless specifically defined herein.

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Note Purchase Agreement dated as of even date hereof by and among the Debtor and the Purchasers named in the Schedule of Purchasers attached thereto (the "Note Purchase Agreement") the Debtor has issued Notes (as such term is defined in the Note Purchase Agreement) to the Secured Parties in the initial aggregate amount of \$200,000.

WHEREAS, the Debtor has entered into a Security Agreement, dated as of the date hereof (as amended, restated, modified, extended, renewed, replaced, supplemented and/or refinanced from time to time, the "Security Agreement"), pursuant to which the Debtor has granted to Collateral Agent, for the benefit of the Secured Parties a continuing security interest in, among other things, the Intellectual Property of the Debtor, including, without limitation, (a) all of the Debtor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Debtor now has or hereafter acquires rights and wherever located; (b) all of the Debtor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which the Debtor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds of any of the foregoing, as security for all of the Secured Obligations;

WHEREAS, the Secured Parties' have required, as a condition to their obligations under the Note Purchase Agreement, that the Debtor grant to the Collateral Agent a security interest in the Property (as defined herein); and

WHEREAS, the Debtor desires to execute this Agreement to satisfy the condition precedent described above.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark License” means any written agreement now or hereafter acquired by the Debtor or in which the Debtor has or acquires any right, title or interest and wherever located granting to the Debtor any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

“Trademarks” means all of the following now owned or hereafter acquired by the Debtor or in which the Debtor has or acquires any right, title or interest and wherever located: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof (except in any jurisdiction in which the grant of a security interest in trademarks is prohibited and except for any intent to use applications unless or until a statement of use or amendment to assert use has been filed with the United States Patent and Trademark Office), including, without limitation, those U.S. registrations and applications for registration listed on Schedule I attached hereto, together with all the rights, benefits and privileges derived therefrom and the goodwill of the business relating thereto or symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Debtor hereby pledges, mortgages, hypothecates, sets over and conveys a security interest to the Collateral Agent, for the benefit of the Secured Parties, and does hereby grant to the Collateral Agent for the benefit of the Secured Parties, a continuing security interest in, all of the Debtor’s right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark; and

(b) each Trademark License; and

(c) all products and proceeds of, and rights associated with, the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, for breach or enforcement of any Trademark License or for any injury to the goodwill associated with the use of any such Trademark, and all rights corresponding thereto throughout the world, if any, including, without limitation, with respect to any Trademark or Trademark License referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the grant set forth above shall not be effective as a transfer of title to the Property unless and until the Collateral Agent exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in the Property, and until such time, the Debtor shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Debtor's business, only in a manner consistent with the preservation of the current substance, validity and registration of, and the security interest granted in, such Property; provided, however, that the foregoing shall not impose an obligation on the Debtor to continue to use any of the Property in the Debtor's business to the extent that such Property is not necessary in the normal conduct of its business. The Debtor agrees not to sell or assign its interest in, or grant any sublicense under, the Property, except that the Debtor may sublicense the Property in the ordinary course of the Debtor's business but only in a manner consistent with the preservation of the current substance, validity and registration, and the security interest granted in, such Property. Upon the exercise by the Collateral Agent of the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in the Property, the Debtor's ownership of the Property, in which a continuing security interest under this paragraph has been granted to the Collateral Agent, for the benefit of the Secured Parties, shall be terminated.

3. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Collateral Agent, for the benefit of the Secured Parties, in the Property with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. The Debtor does hereby further acknowledge and affirm that the representations, warranties and covenants of the Debtor with respect to the Property and the rights and remedies of the Collateral Agent with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. This Agreement shall terminate upon termination of the Security Agreement. At any time and from time to time prior to such termination, the Collateral Agent may, in accordance with the terms of the Security Agreement, terminate its security interest in or reconvey to the Debtor any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Debtor, the Collateral Agent shall, at the expense of the Debtor, execute and deliver to the Debtor all deeds, releases and other instruments as the Debtor may reasonably request (but without recourse or warranty by the Collateral Agent or any Secured Party) in order to evidence such termination.

6. If at any time before the termination of this Agreement in accordance with Section 5, the Debtor shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and the Debtor shall comply with the terms of the Security Agreement with respect to such new Trademark or Trademark License. The Debtor authorizes the Collateral Agent to modify this Agreement by amending Schedule I to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 6.

7. The Debtor further agrees that (a) neither the Collateral Agent nor any Secured Party shall have any obligation or responsibility to protect, defend, file, prosecute, obtain or maintain the Property and the Debtor shall, at its own expense, protect, defend, file, prosecute, obtain and maintain the same in accordance with the terms and conditions set forth in the Security Agreement and in accordance with its prudent business judgment, (b) the Debtor shall forthwith advise the Collateral Agent promptly in writing upon detection of infringements of any of the Property being used in the Debtor's business and (c) if the Debtor fails to comply with the requirements of the preceding clause (a), the Collateral Agent may do so in the Debtor's name or in its own name, but in any case at the Debtor's expense, and the Debtor hereby agrees to reimburse the Collateral Agent for all reasonable expenses, including attorneys' fees, incurred by the Collateral Agent in protecting, defending and maintaining the Property.


8. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

9. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF) OF THE STATE OF GEORGIA, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN GEORGIA.

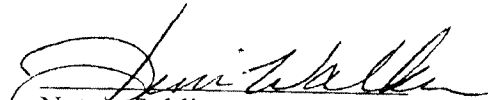
[Signatures on Following Page]

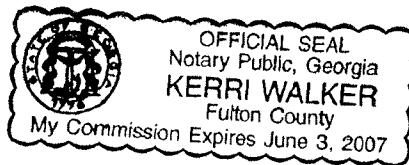
IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed under seal and delivered by its duly authorized officer as of the date first above written.

VOCALOCITY, INC.,
a Georgia corporation


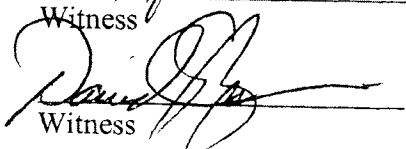
By: 
Name: LUIS GUTIERREZ-ROCCA
Title: SVP OPERATIONS & FINANCE

Signed, sealed and delivered
this 28th day of April, 2006


Notary Public



6-3-2007
My Commission expires:


Witness

Witness

[Subordinated Trademark Security Agreement]

SCHEDULE I

TRADEMARKS	REGISTRATION #
Vocalocity	78200193
VOCALOS	78355398
Vocalocity Designed for OEM	