

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dialogic Communications Corporation		10/02/2006	CORPORATION: TENNESSEE

**RECEIVING PARTY DATA**

<b>Name:</b>	D.B. Zwirn Special Opportunities Fund, L.P., as agent
<b>Street Address:</b>	745 Fifth Avenue
<b>Internal Address:</b>	18th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10151
<b>Entity Type:</b>	LIMITED PARTNERSHIP:

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2373634	UNIVERSAL NOTIFICATION
Registration Number:	2746215	CLOSING THE COMMUNICATIONS LOOP
Registration Number:	2798620	FRONTWAVE
Registration Number:	2912185	GEONOTIFY
Registration Number:	2338229	GEOSTORM
Registration Number:	2707293	MASSCALL
Registration Number:	2462990	RECIPIENT RULES ROUTING
Registration Number:	2558660	RECIPRIX
Registration Number:	2478622	RECIPRIX
Registration Number:	1377922	TELECLERK
Registration Number:	2387706	UN
Registration Number:	3108624	GEOCAST

CH \$315.00 2373634

CORRESPONDENCE DATA

Fax Number: (212)593-5955  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-756-2388  
Email: daniel.angel@srz.com  
Correspondent Name: Daniel Angel, Esq.  
Address Line 1: 919 Third Avenue  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	017962.0050
NAME OF SUBMITTER:	Daniel Angel, Esq. (017962.0050)
Signature:	/kc for da/
Date:	10/02/2006

**Total Attachments: 5**  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 2nd day of October, 2006, among DIALOGIC COMMUNICATIONS CORPORATION, a Tennessee corporation ("Grantor"), and D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., in its capacity as Agent for the Lender Group (together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of January 27, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Plant Holdings, Inc., a Delaware corporation ("Parent"), and each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries are referred to hereinafter individually as a "Borrower" and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Amended and Restated Security Agreement dated as of January 27, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all modifications, reissues, continuations, extensions, and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

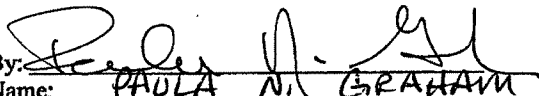
**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Trademark</b>	<b>Registration No</b>
UNIVERSAL NOTIFICATION (typed form)	2373634
CLOSING THE COMMUNICATIONS LOOP (typed form)	2746215
FRONTWAVE (typed form)	2798620
GEONOTIFY (typed form)	2912185
GEOSTORM	2338229
MASSCALL (typed form)	2707293
RECIPIENT RULES ROUTING (typed form)	2462990
RECIPRIX (stylized)	2,558,660
RECIPRIX (typed form)	2,478,622
TELECLERK (typed form)	1377922
UN (and design)	2387706
RECIPRIX (typed form) Canada	
UNIVERSAL NOTIFICATION (typed form) Canada	Abandoned
RECIPRIX (typed form) Mexico	698644
GEOCAST	3108624
CABLE LYNX	Abandoned
ARU3	Abandoned
MESSAGE MAPPING	Abandoned
THE COMMUNICATOR	Abandoned
R3	Abandoned
GEONOTIFY	Abandoned
THE COMMUNICATOR!	Abandoned

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**DIALOGIC COMMUNICATIONS CORPORATION,**  
a Tennessee corporation

By:   
Name: PAULA N. GRAHAM  
Title: Secretary

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**DIALOGIC COMMUNICATIONS CORPORATION,**  
a Tennessee corporation

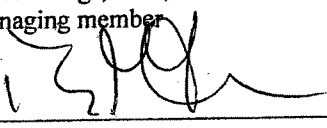
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

**D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P.,** a  
Delaware limited partnership,  
as Agent

By: D.B. Zwirn Partners, LLC,  
its general partner

By: Zwirn Holdings, LLC,  
its managing member

By:  \_\_\_\_\_  
Name: **Perry A. Gruss**  
Title: **Authorized Signatory**