

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
Vertical Communications, Inc.	FORMERLY Artisoft, Inc.	10/19/2006	CORPORATION: DELAWARE
Vertical Communications Acquisition Corp.		10/19/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Columbia Partners, L.L.C. Investment Management, as agent
Street Address:	1775 Pennsylvania Avenue, NW
Internal Address:	Suite 1000
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20006
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	1734473	ARTISOFT
Registration Number:	2269940	VERTICAL NETWORKS
Registration Number:	2269492	INSTANTOFFICE
Registration Number:	2333672	
Registration Number:	2308640	TELEVANTAGE
Registration Number:	3002422	CONVERSIP
Registration Number:	2684510	DX-80
Registration Number:	2647790	CORPORATE CALL
Registration Number:	2759212	COMDIAL-THE RISING STAR
Registration Number:	2419569	AVALON
Registration Number:	2354479	CTVOICE
Registration Number:	2097118	CORPORATE OFFICE

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Registration Number:	2126725	WIDEOPEN.OFFICE
Registration Number:	2116904	VOYAGER
Registration Number:	2052155	DXP PLUS
Registration Number:	1988219	TRACKER
Registration Number:	1912304	QUICKQ
Registration Number:	1697486	COMDIAL
Registration Number:	1732037	DXP
Registration Number:	1085372	COMDIAL
Registration Number:	2751281	SOUNDPIPE
Serial Number:	78617554	VERTICAL COMMUNICATIONS
Serial Number:	76663494	VERTICAL WAVE

CORRESPONDENCE DATA

Fax Number: (650)849-7400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6508435381
Email: dsanchezbentz@cooley.com
Correspondent Name: Diana Sanchez Bentz
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Address Line 2: 5 Palo Alto Square, 3000 El Camino Real
Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	305149-106
NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb4232/
Date:	10/20/2006

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of this 19th day of October, 2006 by and among VERTICAL COMMUNICATIONS, INC., a Delaware corporation ("VCI"), VERTICAL COMMUNICATIONS ACQUISITION CORP., a Delaware corporation ("VCAC" and together with VCI, the "Borrowers" and each a "Borrower"), and COLUMBIA PARTNERS, L.L.C. INVESTMENT MANAGEMENT, as agent and investment manager ("Investment Manager"), for the benefit of itself and NEIPF, L.P. ("Lender").

RECITALS

WHEREAS, Borrowers, Lender and Investment Manager entered into a certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which Lender has agreed to lend to Borrowers up to Thirty Million Dollars (\$30,000,000) to be evidenced by Borrowers' issuance to Lender of certain senior secured promissory notes. As a condition of the loans, Lender required that Borrowers grant to Investment Manager, for the benefit of Lender a security interest in certain copyrights, trademarks and patents to secure the Obligations (as defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement (as defined in the Credit Agreement), Borrowers have granted to Investment Manager a security interest in all of Borrowers' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as 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 the Obligations, Borrowers hereby jointly and severally represent, warrant, covenant and agree as follows:

AGREEMENT

To secure the Obligations, each Borrower grants and pledges to Investment Manager, as agent for the benefit of Investment Manager and Lender, a security interest in all of such Borrower's right, title and interest in, to and under its Intellectual Property (as defined in the Credit Agreement), including without limitation those copyrights, patents and trademarks listed on Exhibits A, B-1, B-2 and C 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.

The security interest granted hereby is in conjunction with the security interest granted to Investment Manager under the Security Agreement. The rights and remedies of Investment Manager and Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Credit Agreement), and those which are now or hereafter available to Investment Manager and Lender as a matter of law or equity. Each right, power and remedy of Investment Manager and Lender

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 Investment Manager or Lender 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 Investment Manager and Lender, of any or all other rights, powers or remedies.

Borrowers represent and warrant that Exhibits A, B-1, B-2, and C attached hereto set forth any and all Intellectual Property rights in connection with which any Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

VERTICAL COMMUNICATIONS, INC.

By: William Y. Tauscher
Name: William Y. Tauscher
Title: President

VERTICAL COMMUNICATIONS ACQUISITION CORP.

By: William Y. Tauscher
Name: William Y. Tauscher
Title: President

COLUMBIA PARTNERS, L.L.C. INVESTMENT MANAGEMENT, as Investment Manager

By: _____
Name: _____
Title: _____

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.

VERTICAL COMMUNICATIONS, INC.

By: _____

Name: _____

Title: _____

VERTICAL COMMUNICATIONS ACQUISITION CORP.

By: _____

Name: _____

Title: _____

COLUMBIA PARTNERS, L.L.C. INVESTMENT MANAGEMENT as Investment Manager

By:  _____

Name: Jason A. Crist

Title: Managing Director

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
Tech talk; Evolution of a LAN; LANtastic software; LANtastic hardware (3 video cassettes)	PA-624-190	5/14/1993
Network interface adapter program AE-2 AI-Landios driver, ver. 1.1 (printout; computer program)	TX-3-046-999	5/17/1991
Network interface adapter program AE-2 AI-Lanbios driver, ver. 1.15 (printout; computer program)	TX-3-047-000	5/17/1991
Instant office product family: ver. 1.0 (printout; computer program)	TX-4-971-726	4/14/1999

EXHIBIT B – 1

ISSUED PATENTS

Description	Registration Date	Registration Number
Circuit to selectively process DIP switches onto BUS lines	5159209	11/12/1991
Apparatus for ordering from remote locations	5465291	11/6/1995
Energy Management Circuit	4547629	10/15/1985
Last Number Redial Device	4581488	4/8/1986
Credit Card With Active Electronics	4650981	3/17/1987
Method, System, and Computer Program Product for Extending the Functionality of a Personal Information Manager to Telephone System Interactions	6526274	2/25/2003
Telephone Switching System with Data Integration	6683942	1/27/2004
Systems and Methods for Information Exchange and Synchronization Using DTMF Over Telephone Communication Channels	6771751	8/3/2004
System and Method for Unified Messaging	6792085	9/14/2004
Method for Monitoring and Routing Incoming Calls	6829349	12/7/2004
Telephone Base	D283620	4/29/1986
Telephone Apparatus	D284572	7/8/1986
Telephone Base	D291307	8/11/1987
Call Processor for a Computer Telephone Integration System	5642410	6/24/1997
Switching Device Independent Computer-Telephone Integration System	5655014	8/5/1997
Computer-Telephone Integration System	5655015	8/5/1997
Display With Multiplexed Pixels for Achieving Modulation Between Saturation and Threshold Voltages	6005558	12/21/1999
Laryngeal Mask Assemblies	6012452	1/11/2000
Light Separation and Recombination System for an Off-Axis Projector	6046858	4/4/2000
Method for Modulating A Multiplexed Pixel Display	6067065	5/23/2000
System and Method for Using Forced States to Improve Gray Scale Performance of a Display	6072452	6/6/2000
De-Centered Lens Group for Use in an Off-Axis Projector	6076931	6/20/2000
Mechanical Convergence Fixture Apparatus and Method	6106120	8/22/2000

Description	Registration Date	Registration Number
System and Method for Reducing Inter-Pixel Distortion by Dynamic Redefinition of Display Segment Boundaries	6121948	9/19/2000
System and Method for Data Planarization	6144356	11/7/2000
System and Method for Using Compound Data Words to Reduce the Data Phase Difference Between Adjacent Pixel Electrodes	6151011	11/21/2000
Internal Row Sequencer for Reducing Bandwidth and Peak Current Requirements in a Display Driver Circuit	6188377	2/13/2001
Planar Reflective Light Valve Backplane	6252999	6/26/2001
Antenna Element Having A Zig Zag Pattern	6255999	7/3/2001
Row and/or Column Decoder Optimization Method and Apparatus	6275202	8/14/2001
Method for Manufacturing a Planar Reflective Light Valve Backplane	6277748	8/21/2001
Redundant Row Decoder	6285360	9/4/2001
System and Method for Reducing Peak Current and Bandwidth Requirements in a Display Driver Circuit	6288712	9/11/2001
Low Stress Packaging for a Display Device	6307603	10/23/2001
System and Method for Using Compound Data Words in a Field Sequential Display Driving Scheme	6326980	12/4/2001
Multi-Channel Imaging Engine Apparatus	6377318	4/23/2002
Mechanical Convergence Fixture Apparatus and Method	6416187	7/9/2002
Combination CMP-ETCH Method for Forming a Thin Planar Layer Over the Surface of a Device	6429132	8/6/2002
Replacing Defective Circuit Elements By Column and Row Shifting in a Flat-Panel Display	6518945	2/11/2003
System and Method for Improving Contrast in an Electro-Optical Imaging System	6536903	3/25/2003
Projection System with an Offset Lens Array to Reduce Vertical Banding	6618202	9/9/2003
Display Device Test Procedure and Apparatus	6650138	11/18/2003
Precision Surface Mount for a Display Device	6654077	11/25/2003
Precision Field Lens Adjustment Apparatus	6657797	12/2/2003
System and Method for Using Off-Axis Illumination in a Reflective Projection System	6688748	2/10/2004
Mechanical Convergence Device	6693351	2/17/2004

Description	Registration Date	Registration Number
Liquid Crystal Display Mount	6731354	5/4/2004
Dummy Metal Pattern Method and Apparatus	6750139	6/15/2004
System and Method for Reducing the Intensity Output Rise Time in a Liquid Crystal Display	6762739	7/13/2004
Combined Power Routing and Light Shielding	6771337	8/3/2004
Residual DC Bias Correction in a Video Imaging Device	6781566	8/24/2004
Magnetic Chuck for Convergence Apparatus	6879231	4/12/2005
Mirror Contact Pattern for a Display Device	6914650	7/5/2005
System, Method, and Computer Program Product for Managing a Carrier Exchange Network	6480898	11/12/2002
System, Method and Computer Program Product for Diagnostic Supervision of Internet Connections	6553515	4/22/2003
Method, System and Computer Program Product for Managing Jitter	6665317	12/16/2003
Method, System, and Computer Program Product for Providing Voice Over the Internet Communication	6760324	7/6/2004
Method, System, and Computer Program Product for Route Quality Checking	6816464	11/9/2004
Dynamic Telephone Configuration	7110516	9/19/2006

EXHIBIT B – 2

PATENT APPLICATIONS

Description	Registration Date	Registration Number
Method, System and Computer Program Product for Route Quality Checking and Management	10978824	11/2/2004
Method and Apparatus to Correct Lateral Color Shift in Multi-Panel Projection Systems	10645825	08/21/2003
Optical System With Angular Compensator	10770846	02/03/2004

EXHIBIT C
U.S. TRADEMARKS

Mark	Registration Date	Registration Number
ARTISOFT	11/24/1992	1734473
VERTICAL NETWORKS	08/10/1999	2269940
INSTANTOFFICE	08/10/1999	2269492
[design only]	03/21/2000	2333672
TELEVANTAGE	1/18/2000	2308640
CONVERSIP	9/27/2005	3002422
DX-80	4/4/2003	2684510
CORPORATE CALL	11/12/2002	2647790
COMDIAL – THE RISING STAR	9/2/2003	2759212
AVALON	1/9/2001	2419569
CTVOICE	6/6/2000	2354479
CORPORATE OFFICE	9/16/1997	2097118
WIDEPEN.OFFICE	1/6/1998	2126725
VOYAGER	11/25/1997	2116904
DXP PLUS	4/15/1997	2052155
TRACKER	7/23/1996	1988219
QUICKQ	8/15/1995	1912304
COMDIAL	6/30/1992	1697486
DXP	11/10/1992	1732037
COMDIAL	2/14/1978	1085372
SOUNDPIPE	8/12/2003	2751281

U.S. TRADEMARK APPLICATIONS

Title	Application Date	Application Number
VERTICAL COMMUNICATIONS	4/26/2005	78617554
VERTICAL WAVE	7/21/2006	76663494