

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
V Band Corporation		09/29/2006	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT Lending Services Corporation, as First Lien Collateral Agent		
<b>Street Address:</b>	1 CIT Drive		
<b>City:</b>	Livingston		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07039		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1432730	V-BAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive		
<b>Address Line 2:</b>	Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	022411-0654		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>Signature:</b>	/Rhonda DeLeon/		
<b>Date:</b>	11/30/2006		

OP \$40.00 1432730

**Total Attachments: 13**

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## FIRST LIEN TRADEMARK SECURITY AGREEMENT

This **FIRST LIEN TRADEMARK SECURITY AGREEMENT**, dated as of September 29, 2006 (as amended, supplemented or otherwise modified from time to time, this "**Trademark Security Agreement**"), is made by each of the signatories hereto (collectively, the "**Grantors**") in favor of **CIT LENDING SERVICES CORPORATION** ("**CIT**"), as Administrative and Collateral Agent for the Secured Parties (in such capacity, the "**Collateral Agent**") (as defined in the Credit Agreement referred to below).

WHEREAS, **TRADER MERGER CORP.**, a Delaware corporation (to be merged with and into IPC (as defined below), with the survivor thereof merged with and into IPC Systems (as defined below), the "**Company**"), **TSW NETHERLANDS HOLDINGS C.V.**, a limited partnership (*commanditaire vennootschap*) organized under the laws of the Netherlands and an indirect wholly owned Subsidiary of the Company (the "**Overseas Borrower**"), **TRADER ACQUISITION CORP.**, a Delaware corporation ("**Holdings**"), **IPC ACQUISITION CORP.**, a Delaware corporation ("**IPC**"), **IPC INFORMATION SYSTEMS, LLC**, a Delaware limited liability company (to be converted into a Delaware corporation and renamed IPC Systems, Inc., "**IPC Systems**"), and certain subsidiaries of the Company have entered into that certain First Lien Credit Agreement, dated as of September 29, 2006 (as amended, supplemented, replaced or otherwise modified from time to time, the "**Credit Agreement**"), with the Lenders from time to time party thereto, CIT, as Administrative Agent and Collateral Agent, and **JPMORGAN CHASE BANK, N.A.** and **MORGAN STANLEY SENIOR FUNDING, INC.**, as Co-Syndication Agents.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Grantors under the Credit Agreement that the Grantors shall have executed and delivered that certain First Lien Security Agreement, dated as of September 29, 2006, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

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

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in Security Agreement, and, if not therein defined, in the Credit Agreement

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the Trademarks, including, without limitation, those

items listed on Schedule 1 hereto. The security interest granted hereby has been granted by the Lenders in connection with the Credit Agreement and Security Agreement and is expressly subject to the terms and conditions thereof.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

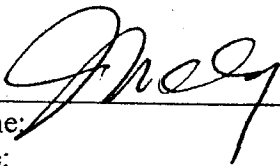
SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement, the terms and provisions of which (including the rights and remedies of each party hereto provided for therein) are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this Trademark Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

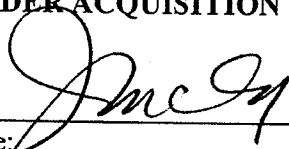
*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

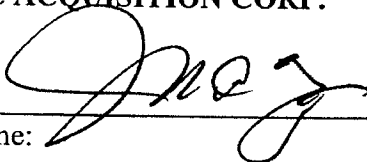
**TRADER MERGER CORP.**

By:   
Name:  
Title:

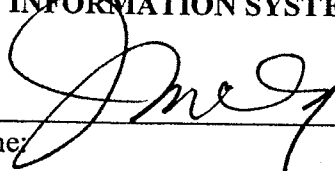
**TRADER ACQUISITION CORP**

By:   
Name:  
Title:

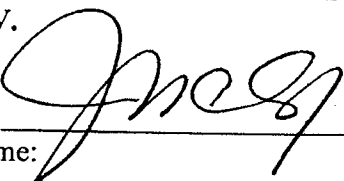
**IPC ACQUISITION CORP.**

By:   
Name:  
Title:

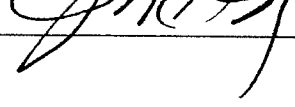
**IPC INFORMATION SYSTEMS, LLC**

By:   
Name:  
Title:

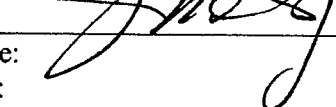
**IPC INFORMATION SYSTEMS, LLC on  
behalf of TSW NETHERLANDS HOLDINGS  
C.V.**

By:   
Name:  
Title:


**GAINS ACQUISITION CORP.,**

By:   
Name:  
Title:

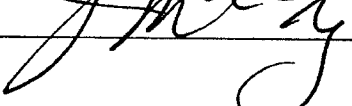
**IPC COMMAND SYSTEMS, INC.,**

By:   
Name:  
Title:

**IPC FUNDING CORP.,**

By:   
Name:  
Title:

**IPC INFORMATION SYSTEMS FAR EAST  
INC.,**

By:   
Name:  
Title:

**IPC INFORMATION SYSTEMS HOLDINGS,  
INC.,**


By:   
Name:  
Title:

(First Lien Trademark Security Agreement)

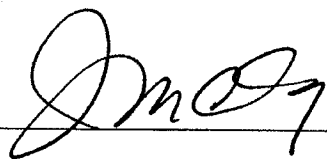
**IPC INFORMATION SYSTEMS HOLDINGS,  
L.L.C.,**

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

**IPC INFORMATION SYSTEMS HOLDINGS  
USA, INC.,**

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

**IPC INFORMATION SYSTEMS HOLDINGS  
USA, L.L.C.,**

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

**IPC INFORMATION SYSTEMS SERVICES,  
INC.,**

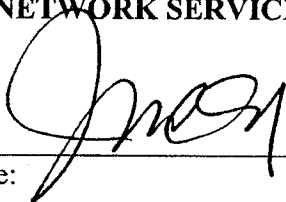
By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IPC INFORMATION SYSTEMS SERVICES,  
L.L.C.,**

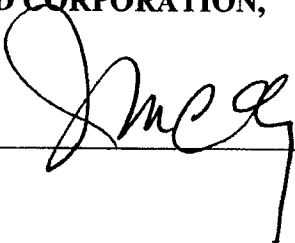
By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(First Lien Trademark Security Agreement)

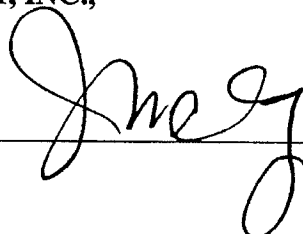
**IPC NETWORK SERVICES, INC,**

By:   
Name:  
Title:

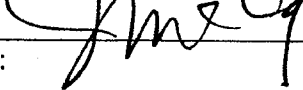
**V BAND CORPORATION,**

By:   
Name:  
Title:

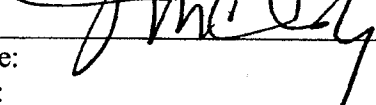
**GEO911, INC.,**

By:   
Name:  
Title:

**GAINS ASIA ACQUISITION CORP.**

By:   
Name:  
Title:

**HNG CORP.**

By:   
Name:  
Title:

(First Lien Trademark Security Agreement)



**CIT LENDING SERVICES CORPORATION,**  
as Collateral Agent

By: *[Signature]*  
Name: *Daniel T. Bejda*  
Title: *Vice President*

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(First Lien Trademark Security Agreement)

Schedule 1

U.S. Trademark Applications and Registrations

<b>Registered Owner</b>	<b>Mark</b>	<b>Reg. No./Reg. Date Serial No./Filing Date</b>	<b>Next Action/ Due Date</b>
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	CENTREMAX	1,405,638 Aug. 19, 1986 (US)	Next renewal Aug. 19, 2006
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	CENTREMAX & Design	1,465,255 Nov. 17, 1987 (US)	Next renewal Nov. 17, 2007
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	DEALERPHONE	368,565 Sept. 4, 1987 (Switzerland)	Next renewal Sept. 4, 2007
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	DEALERPHONE & Design	B322/90 March 13, 1987 (Hong Kong)	Next renewal due March 13, 2008
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	DEALERPHONE & Design	4389/87 Sept. 10, 1987 (Singapore)	Next renewal due Sept. 10, 2014
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	IPC (Stylized)	Pending 78/578,138 March 2, 2005 (US)	Pending; published
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	IPC (Stylized)	Pending 2386431 March 8, 2005 – Examined (UK)	Pending; published
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	IPC	2,777,428 October 28, 2003 (US)	Declaration of Use due October 28, 2009

<b>Registered Owner</b>	<b>Mark</b>	<b>Reg. No./Reg. Date Serial No./Filing Date</b>	<b>Next Action/ Due Date</b>
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	IPC	023172530 March 21, 2003 (France)	Next renewal due July 4, 2012
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	IPC	Pending 30226715.8/09 May 29, 2002 (Germany)	Extension of Time Filed re Response to Opposition; In the process of settling with Opposer
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	IPC	Pending 8184/2002 May 7, 2002 – Examined (Hong Kong)	Pending; published
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	IPC	Pending 8183/2002 May 7, 2002 – Examined (Hong Kong)	Pending; published
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	IPC	Pending 2002-087870 May 7, 2002 – Examined (Japan)	Accepted
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	SERIES II DEALERBOARD	359,449 Sept. 4, 1987 (Switzerland)	Next renewal due Sept. 4, 2007
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	IPC	Pending 2302450 June 10, 2002 – Examined (UK)	Pending; published
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	SERIES II DEALERBOARD	359,449 Sept. 4, 1987 (Switzerland)	Next renewal due Sept. 4, 2007

<b>Registered Owner</b>	<b>Mark</b>	<b>Reg. No./Reg. Date Serial No./Filing Date</b>	<b>Next Action/ Due Date</b>
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	SERIES II DEALERBOARD & Design	A469,822 July 29, 1987 (Australia)	Next renewal due July 29, 2008
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	SERIES II DEALERBOARD & Design	B321/90 March 13, 1987 (Hong Kong)	Next renewal due March 13, 2008
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	SERIES II DEALERBOARD & Design	2468625 Oct. 30, 1992 (Japan)	Next renewal due Oct. 30, 2012
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	SERIES II DEALERBOARD & Design	4388/87 Sept. 10, 1987 (Singapore)	Next renewal due Sept. 10, 2014
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	TRADENET	TMA 413,255 June 11, 1993 (Canada)	Next renewal due June 11, 2008
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	TRADENET	1,386,980 Aug. 5, 1994 (UK)	Next renewal due June 15, 2006
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	TRADENET	1,430,084 Feb. 24, 1987 (US)	Next renewal due Feb. 24, 2007

<b>Registered Owner</b>	<b>Mark</b>	<b>Reg. No./Reg. Date Serial No./Filing Date</b>	<b>Next Action/ Due Date</b>
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	TRADENET MX	397,673 Apr. 13, 1992 (Switzerland)	Next renewal due Apr. 13, 2012
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	TRADENET MX & Design	515,788 Apr. 7, 1992 (Benelux)	Next renewal due Apr. 2, 2012
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	TRADENET MX & Design	TMA 456,349 Apr. 5, 1996 (Canada)	Next renewal due Apr. 5, 2011
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	TRADENET MX & Design	92/421,054 June 2, 1992 (France)	Next renewal due June 2, 2012
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	TRADENET MX & Design	2,067,260 June 10, 1994 (Germany)	Next renewal due Apr. 10, 2012
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	TRADENET MX & Design (Class 9)	3,161,428 May 31, 1996 (Japan)	Next renewal due May 31, 2006
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	TRADENET MX & Design (Class 38)	3,305,847 May 16, 1997 (Japan)	Next renewal due May 16, 2007

<b>Registered Owner</b>	<b>Mark</b>	<b>Reg. No./Reg. Date Serial No./Filing Date</b>	<b>Next Action/ Due Date</b>
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	TRADENET MX & Design (Class 35)	4,081,483 Nov. 14, 1997 (Japan)	Next renewal due Nov. 14, 2007
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	TRADENET MX & Design	429920 Jan. 25, 1993 (Mexico)	Next renewal due May 8, 2012
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	TRADENET MX & Design	1,834,423 May 3, 1994 (US)	Next renewal due May 3, 2014
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	TRADENET MX & Design	B10122/1996 June 11, 1992 (Hong Kong)	Next renewal due June 11, 2013
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	TRADENET MX & Design	1,499,967 Sept. 1, 1995 (UK)	Next renewal due May 8, 2009
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	IQ/MAX	78/760,326 Nov. 23, 2005 (US)	Intent-to-use trademark application filed
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	IQ/MAX	1100439 Feb. 23, 2006 (Australia)	Accepted

<b>Registered Owner</b>	<b>Mark</b>	<b>Reg. No./Reg. Date Serial No./Filing Date</b>	<b>Next Action/ Due Date</b>
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	IQ/MAX	40-2006-9389 Feb. 23, 2006 (Korea)	Pending
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	IQ/MAX	17213/2006 Feb. 28, 2006 (Japan)	Pending
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	IQ/MAX	T06/03292H Feb. 24, 2006 (Singapore)	Pending
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	IQ/MAX	300588718 Feb. 24, 2006 (Hong Kong)	Pending
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	IQ/MAX	004794574 December 20, 2005 (CTM)	Pending
V Band Corporation	V-BAND	1432730 March 17, 1987 (US)	Next renewal due March 17,2007