

**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>
APPLIED VOICE & SPEECH TECHNOLOGIES, INC.		03/21/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78941712	AVST UNIFYING COMMUNICATIONS	
<b>Serial Number:</b>	78934672	LEADXPRESS	
<b>Serial Number:</b>	77120408	UNIFYING COMMUNICATIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)677-1401		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	858-638-6733		
<b>Email:</b>	karen.johanson@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper US LLP		
<b>Address Line 1:</b>	4365 Executive Drive, Suite 1100		
<b>Address Line 2:</b>	Attn: Karen Johanson		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	354271-45		
<b>NAME OF SUBMITTER:</b>	Troy Zander		

CH \$90.00 78941712

Signature:

/Troy Zander/

Date:

03/21/2007

**Total Attachments: 6**

source=AVSTIPSA#page1.tif  
source=AVSTIPSA#page2.tif  
source=AVSTIPSA#page3.tif  
source=AVSTIPSA#page4.tif  
source=AVSTIPSA#page5.tif  
source=AVSTIPSA#page6.tif

## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated 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 Amended and Restated 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 Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

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

Attn: Chief Financial Officer


Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: Manager

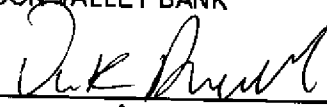
GRANTOR:

APPLIED VOICE & SPEECH TECHNOLOGIES, INC.

By:   
Title: President & CEO

BANK:

SILICON VALLEY BANK

By:   
Title: Via President

SCHEDULE A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

**SCHEDULE B**

**Patents**

<b><u>Description</u></b>	<b><u>Registration/ Application Number</u></b>	<b><u>Registration/ Application Date</u></b>
Voice-Activated Interactive Multimedia Information Processing System	7177402	2/13/07
System for Networking Attendant and Messaging Speech Systems	10231941	8/30/02
VC-to-DTMF Interfacing Systems and Method	7092515	8/15/06
Detection of voice inactivity within a sound stream	10770748	2/2/04
Apparatus and Method for Personalized Call Acknowledgement in Call Management Telephone Answering Systems	10932745	9/2/04
Apparatus and method for notification of a party in a telephone conference	10908809	11/15/04
Apparatus and method for notification of a party in a telephone conference	0532400	9/9/05
Sound event processing with echo analysis	11096004	3/30/05
Sound event processing with echo analysis	0611216	3/28/06
Messaging System Configurator	11126624	5/11/05
Messaging System Configurator	0618001	5/9/06
Scalable Unified Communications System	60799485	5/10/06
Template-based electronic message generation using sound input	11454382	6/16/06

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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
America's Favorite Voice Mail	2590036	7/2/2002
Supportxpress (block letters)	3012224	11/1/2005
AVST	2943691	4/26/2005
AVST UNIFYING COMMUNICATIONS	78941712	7/31/06
Callxpress	1606164	7/17/1990
LEADXPRESS	78934672	7/21/06
Mobility Messenger	78/267644	6/26/2003
Partnerxpress	78/387119	3/18/2004
Phonexpress	1447244	7/14/1987
Phonexpress Professional	2675228	1/14/2003
Sandi	2556516	4/2/2002
Seneca	2909303	12/7/2004
Sound Advantage	2648845	11/12/2002
Supportxpress	3012224	11/1/2005
The Power to Speak With Your Technology	2559907	4/9/2002
Unifying Communications	77/120408	3/1/2007
Xpresscare (block letters)	2979930	7/26/2005

**SCHEDULE D**

Mask Works

**Description**

**Registration/  
Application  
Number**

**Registration/  
Application  
Date**

GT6522143.3  
354271-45