

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
APPLIED INNOVATION INC.		05/10/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	75 E. Trimble Road
Internal Address:	MC 4770
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	Michigan Banking Corporation:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3119286	AI
Registration Number:	3150519	AISWITCH
Registration Number:	3150518	AIREMOTE
Registration Number:	3119285	AIEXTEND
Registration Number:	3119284	AICONNECT
Registration Number:	3106075	AIBADGER
Serial Number:	77010747	AIDIRECTOR
Registration Number:	2100888	APPLIED INNOVATION INC.
Registration Number:	2148561	APPLIED INNOVATION
Registration Number:	2120215	APPLIEDVIEW

CORRESPONDENCE DATA

Fax Number: (858)550-6420
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$265.00 3119286

Phone: 858-550-6403
Email: erin.obrien@cooley.com
Correspondent Name: Erin O'Brien
Address Line 1: c/o Cooley Godward Kronish LLP
Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1186 KEG / AI
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	05/22/2007

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 10, 2007 by and between **COMERICA BANK ("Bank")** and **APPLIED INNOVATION INC.**, a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of February 3, 2006, as amended by that certain First Amendment and Waiver to Loan and Security Agreement dated as of September 25, 2006, that certain Second Amendment and Waiver to Loan and Security Agreement dated as of March 9, 2007, that certain Third Amendment to Loan and Security Agreement dated as of April 18, 2007 and that certain Fourth Amendment and Waiver to Loan and Security Agreement dated of even date herewith (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 and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 and Trademarks listed on Exhibits A, B 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.

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

GRANTOR:

Address of Grantor:

5800 Innovation Drive
Dublin, OH 43016
Attn: President and CEO

APPLIED INNOVATION INC.

By:  _____

Name: Jeffery S. Estuesta

Title: President and CEO

BANK:

COMERICA BANK

Address of Bank:

75 E. Trimble Road
MC 4470
San Jose, CA 95131

Attn: Manager

By: _____

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.

GRANTOR:

Address of Grantor:

5800 Innovation Drive
Dublin, OH 43016
Attn: President and CEO

APPLIED INNOVATION INC.

By: _____
Name: Jeffery S. Estuesta
Title: President and CEO

BANK:

COMERICA BANK

Address of Bank:

75 E. Trimble Road
MC 4470
San Jose, CA 95131

Attn: Manager

By:  _____
Title: VP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

EXHIBIT B

Patents

Description	Patent / Application Number	Issue/ Application Date
None		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AI (and design)	3,119,286	07/25/06
AISWITCH	3,150,519	10/03/06
AIREMOTE	3,150,518	10/03/06
AIEXTEND	3,119,285	07/25/06
AICONNECT	3,119,284	07/25/06
AIBADGER	3,106,075	06/20/06
AIDIRECTOR	77/010,747	09/29/06
APPLIED INNOVATION, INC.	2,100,888	09/30/97
APPLIED INNOVATION	2,148,561	04/07/98
APPLIEDVIEW	2,120,215	12/09/97