

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 VOICE & SPEECH TECHNOLOGIES, INC.		12/12/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ESCALATE CAPITAL I, L.P.		
Street Address:	2400 Sand Hill Road		
Internal Address:	Suite 201		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78941712	AVST UNIFYING COMMUNICATIONS	
Serial Number:	77243685	NOTIFYXPRESS	
Serial Number:	77120408	UNIFYING COMMUNICATIONS	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	305814-102 AVST		

CH \$90.00 78941712

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	08/17/2007
Total Attachments: 5 source=AVST updated signed IPSA#page1.tif source=AVST updated signed IPSA#page2.tif source=AVST updated signed IPSA#page3.tif source=AVST updated signed IPSA#page4.tif source=AVST updated signed IPSA#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 12, 2005 by and between Escalate Capital I, L.P. ("**Lender**") and APPLIED VOICE & SPEECH TECHNOLOGIES, INC. ("**Borrower**").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "**Loan Agreement**"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto) and 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. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower 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.

[Signature page follows.]

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.


BORROWER:

Address of Borrower:

27042 Town Centre Drive, Suite 200
Foothill Ranch, CA 92610

Attn: Hardy Myers, President and CEO

APPLIED VOICE & SPEECH TECHNOLOGIES, INC.

By: 
Name: William Hardy Myers
Title: President + CEO

LENDER:

Address of Lender:

100 Hamilton Ave., Suite 170
Palo Alto, CA 94301

Attn: Jim Ellison, Managing Director

ESCALATE CAPITAL I, L.P.,
a Delaware limited partnership

By: Escalate Capital Management I,
its general partner

By: EC Management I, L.P.,
a general partner

By: Escalate Capital Management Co., LLC,
its general partner

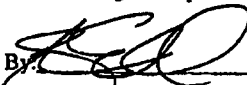
By: 
Name: James E. Ellison
Title: Managing Director

EXHIBIT B

Patents

<u>Description</u>	<u>Serial/Patent Number</u>	<u>Application/Issue Date</u>
Detection of voice inactivity within a sound stream	10/770,748	02/02/2004
VC-to-DTMF interfacing system and method	10/655,881	03/10/2005
Voice-activated interactive multimedia information processing system	7/177,402	02/13/2007
System for networking attendant and messaging speech systems	7,257,089	08/14/2007
Apparatus and method for personalized call acknowledgement in call management telephone answering systems	7,248,676	07/24/2007
Apparatus and method for notification of a party in a telephone conference	10/909,809	11/15/2004
Sound event processing with echo analysis	11/096,004	03/30/2005
Messaging system configurator	11/126,624	05/11/2005
Messaging systems and methods	11/747,154	05/10/2007
Template-based electronic message generation using sound input	11/454,382	06/16/2006

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application/ Registration Date</u>
SupportXpress	3,012,224	11/01/2005
Xpresscare	2,979,930	07/26/2005
PartnerXpress	78/387,119	03/18/2004
MTD	78/364,846	02/09/2004
Message Termination Detection	78/364,840	02/09/2004
AVST	2,943,691	04/26/2005
Seneca	2,909,303	12/07/2004
Mobility Manager	78/267,644	06/26/2003
PhoneXpress Professional	2,675,228	01/14/2003
Sound Advantage	2,648,845	11/12/2002
America's Favorite Voice Mail	2,590,036	07/02/2002
America's Favorite Email Assistant	2,590,035	07/02/2002
America's Favorite Fax Assistant	2,590,034	07/02/2002
America's Favorite PBX Assistant	2,606,105	08/06/2002
America's Favorite Receptionist	2,590,033	07/02/2002
The Power to Speak With Your Technology	2,559,907	04/09/2002
Sandi	2,556,516	04/02/2002
CallXpress	1,606,164	07/17/1990
PhoneXpress	1,447,244	07/14/1987
AVST Unifying Communications	78/941,712	07/31/2006
NOTIFYEXPRESS	77/243,685	07/31/2007
Unifying Communications	77/120,408	03/01/2007