## 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
ENVOX AMERICAS, INC.		07/25/2007	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	BRIDGE BANK, NATIONAL ASSOCIATION
Street Address:	55 Almaden Boulevard
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	NATIONAL ASSOCIATION:

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2308386	ENVOX
Registration Number:	2385943	ACTIVECALL
Registration Number:	2108811	SHOW N TEL

#### CORRESPONDENCE DATA

900090204

Fax Number: (213)630-5728

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 213-891-5011

Email: jhawke@buchalter.com

Correspondent Name: Jody Hawke

Address Line 1: 1000 Wilshire Boulevard, Suite 1500
Address Line 4: Los Angeles, CALIFORNIA 90017-2457

ATTORNEY DOCKET NUMBER: B7285-0001

NAME OF SUBMITTER: Jody Hawke

Signature: /Jody Hawke/

TRADEMARK

REEL: 003647 FRAME: 0195

- \$90.000 H

SHO\_\_\_

Date:	10/25/2007
Total Attachments: 5 source=bridge-envox#page1.tif source=bridge-envox#page2.tif source=bridge-envox#page3.tif source=bridge-envox#page4.tif source=bridge-envox#page5.tif	

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 25, 2007, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and ENVOX AMERICAS, INC., a Delaware corporation, ("Grantor") is made with reference to the Amended and Restated Business Financing Agreement, dated as of July 25, 2007 (as amended from time to time, the "Financing Agreement'), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B:
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
  - (f) design rights;
- (g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

GRANTOR:	LENDER:
ENVOX AMERICAS, INC., a Delaware corporation	BRIDGE BANK, NATIONAL ASSOCIATION
Macha Flandgan	ву
Name: //ARK D. FLAMACAN	Name: CFE A- SAWICE
Title: Mesident & CEO	Title: SVp
Address for Notices:	Address for Nollces:
Attention: Les Gres C70	Attention: Lee Shodiss 55 Almaden Boulevard
Attention: Les Calay C70 2000 West Park DRive Westbornah, NA 01581	San Jose, California 95113  Tel: (408) 556-8502  Fax: (408) 423-8510  Lee A. Shodiss  Senior Vice President & Manager
· ·	Manager & Manager

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

## **EXHIBIT A**

## **COPYRIGHTS**

Description

Registration/

Registration/

Application

Application

Number

Date

BN 1291272v5 16

## EXHIBIT B

## **TRADEMARKS**

Please Check if No Trademarks Exist  $\Box$ 

Description	Registration/ Application Number	Registration/ Application Date
ENVOX	2,308,386	01/18/2000
ACTIVECALL	2,385,943	09/12/ 2000
SHOW N TEL	2,108,811	10/28/1997

17

BN 1291272v5

# EXHIBIT C PATENTS

Please Check if No Patents Exist oximes

Description

Registration/

Registration/

Application

Application

Number Date

BN 1291272v5 18

**RECORDED: 10/25/2007**