

**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
Calabrio, Inc.		11/01/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Silicon Valley Bank
Street Address:	301 Carlson Parkway, Suite 255
City:	Minnetonka
State/Country:	MINNESOTA
Postal Code:	55305
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	77248600	CALABRIO VISION
Serial Number:	77248614	THERE'S NO END TO BETTER.
Serial Number:	77248628	CALABRIO
Serial Number:	78749286	FASTCALL
Serial Number:	78620398	CONCENTRIC SOLUTIONS
Serial Number:	76654051	CALABRIO

**CORRESPONDENCE DATA**

Fax Number: (612)766-1600  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 6127667348  
 Email: smeyer@faegre.com  
 Correspondent Name: Sue Meyer, Faegre & Benson  
 Address Line 1: 90 South Seventh Street  
 Address Line 2: 2200 Wells Fargo Center  
 Address Line 4: Minneapolis, MINNESOTA 55402-3901

OP \$165.00 77248600

ATTORNEY DOCKET NUMBER:	81549-361219
NAME OF SUBMITTER:	Sue Meyer
Signature:	/Sue Meyer/
Date:	02/11/2008
<b>Total Attachments: 4</b> source=Calabrio 361220 Security Agreement to Silicon Valley Bank 2007 11 01#page1.tif source=Calabrio 361220 Security Agreement to Silicon Valley Bank 2007 11 01#page2.tif source=Calabrio 361220 Security Agreement to Silicon Valley Bank 2007 11 01#page3.tif source=Calabrio 361220 Security Agreement to Silicon Valley Bank 2007 11 01#page4.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and CALABRIO, 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 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 (and without limitation on the scope of the Collateral in which Grantor granted Bank a security interest 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 the goodwill associated therewith) and mask works listed on Attachment A 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.

Grantor represents and warrants to Bank that, other than as set forth on Attachment A, it has no trademarks or patents registered with the United States Patent and Trademark Office, or copyrights or mask works registered with the United States Copyright Office, or any pending applications for any of the foregoing.

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.

*[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.

GRANTOR:

CALABRIO, INC.

Address of Grantor:

Calabrio, Inc.  
605 Highway 169 North, Suite 900  
Minneapolis, MN 55441

By: Paul Stip L

Title: CEO

BANK:

SILICON VALLEY BANK

Address of Bank:

Silicon Valley Bank  
301 Carlson Parkway, Suite 255  
Minnetonka, MN 55305

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attn: Relationship Manager

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:

CALABRIO, INC.

Calabrio, Inc.  
605 Highway 169 North, Suite 900  
Minneapolis, MN 55441

By: \_\_\_\_\_

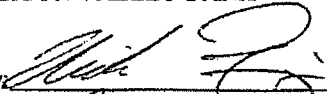
Title: \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

Silicon Valley Bank  
301 Carlson Parkway, Suite 255  
Minnetonka, MN 55305

By:  \_\_\_\_\_

Title: RELATIONSHIP MANAGER

Attn: Relationship Manager

ATTACHMENT A

**PATENTS**

**PATENT #**

Call Processor for a computer telephone integration system	5,642,410
Switching device independent computer-telephone integration system	5,655,014
Computer telephone integration system	5,655,015

**PATENT APPLICATIONS**

**APPLICATION #**

Apparatus and Method for computer telephony integration	11/339,403
Method and System for scheduling resources in customer contact center - <b>Canadian</b>	2,567,093
Method and System for scheduling resources in customer contact center	11/556,273

**PROVISIONAL PATENTS**

Systems and methods for monitoring quality of customer service in Customer/agent communication Session	60/892,986
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**TRADEMARKS**

**APPLICATION #**

Calabrio Vision	77/248,600
There's No End To Better	77/248,614
Calabrio Stylized	77/248,628
Fast Call	78/749,286
Concentric Solutions	78/620,398
Calabrio - US TM	76/654,051
Calabrio - Canadian TM	TMA685,422