

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
BroadSoft Sylanro, Inc. (formerly known as Sylanro Systems Corporation)		12/23/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX Venture Finance LLC		
Street Address:	245 Park Avenue, 19th Floor		
Internal Address:	Attn: Mr. Jeff Bede		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2803080	COMRIO	
Registration Number:	2738183	SYLANTRO	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7294		
Email:	sarah.endres@goldbergekohn.com		
Correspondent Name:	Sarah Endres		
Address Line 1:	c/o Goldberg Kohn, 55 E. Monroe Street		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6491.003		
NAME OF SUBMITTER:	Sarah Endres		

OP \$65.00 2803080

Signature:	/sarah endres/
Date:	02/12/2009
Total Attachments: 7 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 23, 2008 by and between **ORIX Venture Finance LLC** ("Lender") and **BroadSoft Sylanro, Inc. (formerly known as Sylanro Systems Corporation)**, a Delaware corporation ("Grantor"), with reference to the following facts:

A. Lender and Grantor are parties to that certain Loan and Security Agreement dated September 26, 2008 among Lender, Grantor, BroadSoft, Inc., a Delaware corporation ("Parent"), BroadSoft International, Inc., a Delaware corporation ("International"), and BroadSoft M6, LLC, a Delaware limited liability company ("M6"; and together with Grantor, Parent and International, the "Borrowers") (as amended, restated or otherwise modified from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Lender a security interest in all of the Collateral. Except as otherwise set forth in Section 2.1 of the Loan Agreement, the Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property to the extent such Intellectual Property constitutes Collateral under Section 2.1 to the Loan Agreement, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all 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, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor that constitute Collateral under Section 2.1 to the Loan Agreement, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor that constitute Collateral under Section 2.1 to the Loan Agreement, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office that constitute Collateral under Section 2.1 to the Loan Agreement.

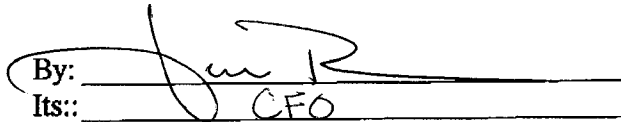
3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States protection with the United States Copyright, Patent and Trademark Offices as applicable without first complying with the following: (i) providing Lender with at least 15 days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright, Patent and Trademark Offices as applicable, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form reasonably acceptable to Lender identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Lender's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

Address of Grantor:

220 Perry Parkway
Gaithersburg, Maryland 20877

BroadSoft Sylanro, Inc. (formerly known as
Sylanro Systems Corporation)

By: 
Its: CFO

MES
12-23-08

Address of Lender:

245 Park Avenue, 19th Floor
New York, NY 10167
Attention: Mr. Jeff Bede

ORIX Venture Finance LLC

By: _____
Its: _____

Address of Grantor:

220 Perry Parkway
Gaithersburg, Maryland 20877

BroadSoft Sylanro, Inc. (formerly known as
Sylanro Systems Corporation)

By: _____
Its: _____

Address of Lender:

245 Park Avenue, 19th Floor
New York, NY 10167
Attention: Mr. Jeff Bede

ORIX Venture Finance LLC

By: Kevin P. Slub
Its: President & CEO

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>COMRIO</u>	<u>2803080</u>	01/06/04
<u>SYLANTRO</u>	<u>2738183</u>	07/15/03

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Wholesale and Value Added Reseller Services Method and System	09/999,487	30-Nov-2001
System, Method, And Computer Program Product For Sending A Request To A Network For Routing A Call	11/833,114	2-Aug-2007
System, Method, And Computer Program Product For Storing Data Associated With Origination Processing Of A Call	11/833,091	2-Aug-2007
Legal Intercept	Provisional 61/015,553	20-Dec-2007

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>Sylantro Systems communications suite 1.0.</u>	TX0005853431	
<u>Sylantro Systems communications suite 2.0.</u>	TX0005853432	
<u>Sylantro Systems communications suite 3.0.</u>	TX0005853433	