

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
York Telecom Corporation		03/30/2009	CORPORATION: NEW JERSEY
Initia, Inc.		03/30/2009	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	1000 Westlakes Drive
<b>City:</b>	Berwyn
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19312
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	1704122	CALLVIEW
Registration Number:	2954570	C-CURE WARE
Registration Number:	3434519	COLLABORATIVE OPERATING ROOM ENVIRONMENT (CORE)
Registration Number:	3434518	TOTAL MANAGED CONFERENCING SERVICES (TMCS)
Registration Number:	3430566	INTELLI-PRESENCE
Registration Number:	2196201	ACCESSWARE
Registration Number:	2191611	VIDEOSWITCH
Registration Number:	2660624	INITIA
Registration Number:	2780158	INITIA
Registration Number:	2572858	M MADGE

**CORRESPONDENCE DATA**

**900132609**

**TRADEMARK  
 REEL: 003976 FRAME: 0716**

**CH \$265.00 1704122**

Fax Number: (215)564-8120  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 215-564-8051  
Email: kgibson@stradley.com  
Correspondent Name: Christopher Rosenbleeth  
Address Line 1: 2600 One Commerce Square  
Address Line 2: Stradley Ronon Stevens & Young, LLP  
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7098

ATTORNEY DOCKET NUMBER:	147600-0026
NAME OF SUBMITTER:	Christopher Rosenbleeth
Signature:	/cr/
Date:	04/24/2009

Total Attachments: 14  
source=York Telecom IP Security Agreement #page1.tif  
source=York Telecom IP Security Agreement #page2.tif  
source=York Telecom IP Security Agreement #page3.tif  
source=York Telecom IP Security Agreement #page4.tif  
source=York Telecom IP Security Agreement #page5.tif  
source=York Telecom IP Security Agreement #page6.tif  
source=York Telecom IP Security Agreement #page7.tif  
source=York Telecom IP Security Agreement #page8.tif  
source=York Telecom IP Security Agreement #page9.tif  
source=York Telecom IP Security Agreement #page10.tif  
source=York Telecom IP Security Agreement #page11.tif  
source=York Telecom IP Security Agreement #page12.tif  
source=York Telecom IP Security Agreement #page13.tif  
source=York Telecom IP Security Agreement #page14.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Security Agreement") is made effective as of the 30<sup>th</sup> day of March, 2009 by YORK TELECOM CORPORATION, a corporation organized under the laws of the State of New Jersey ("York") and INITIA, INC., a corporation organized under the laws of the State of New Jersey ("Initia", and together with York, jointly, severally and collectively "Assignors" and each an "Assignor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC") as agent (in such capacity, "Agent") for the benefit of Lenders (as herein defined).

### BACKGROUND

A. In accordance with the terms of that certain Revolving Credit and Security Agreement (as the same may be amended, modified, supplemented, extended and/or renewed, the "Credit Agreement") dated as of the date hereof by and among Assignors, Agent and the various financial institutions named therein or which hereafter become a party thereto, (together with PNC, collectively, "Lenders"), Lenders agreed to extend to Assignors a line of credit in the initial maximum principal sum of Twelve Million Dollars (\$12,000,000.00).

B. The Credit Agreement provides, *inter alia*, that Assignors will grant to Agent, for its benefit and the benefit of Lenders, a security interest in all of each Assignor's assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, servicemark and trademark applications, tradenames, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor agrees as follows:

1. **Incorporation of Credit Agreement.** The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

2. **Security Interest.**

(a) **Security Interest in Patents, Copyrights and Licenses.** To secure the complete and timely payment and satisfaction of all Obligations, each Assignor hereby collaterally assigns, mortgages, pledges and grants to Agent, for its benefit and the benefit of Lenders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively, with items named in **Section 2(b)** below, the "Collateral"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on **Exhibit "A"**, attached hereto and made a part hereof, and (A) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (B) all income,

royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(ii) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by such Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on Exhibit "B" attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (C) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**"); and

(iii) license agreements with any other party, whether such Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "C" attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by such Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**").

(b) Security Interest in Trademarks. To secure the complete and timely payment and satisfaction of all Obligations, each Assignor hereby mortgages, pledges and grants to Agent, for its benefit and the benefit of Lenders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed: servicemarks, trademarks, servicemark and trademark registrations, tradenames, servicemark and trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks and applications listed on Exhibit "D", attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**").

3. **Restrictions on Future Agreements.** Each Assignor agrees that until all Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, no Assignor will, without Agent's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with such Assignor's obligations under this Security Agreement or the Credit Agreement, and each Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Agent and/or any Lender under this Security Agreement.

4. **New Patents, Trademarks, and Licenses.** Each Assignor represents and warrants that the Patents, Copyrights, Licenses and Trademarks listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, copyrights, licenses, trademarks and applications now owned by such Assignor. If, before all Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, any Assignor shall (a) obtain rights to any new patentable inventions, trademarks, servicemarks, trademark registrations, tradenames, copyrights or licenses, or (b) become entitled to the benefit of any patent or trademark or copyright application, trademark, trademark registration, servicemark, tradename, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 2** above shall automatically apply thereto and such Assignor shall give to Agent prompt written notice thereof. Each Assignor hereby authorizes Agent to modify this Security Agreement by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, servicemarks, trademark applications, tradenames, copyrights and licenses which are Patents, Copyrights, Licenses or Trademarks, as applicable, under **Section 2** above or under this **Paragraph 4.** Each Assignor hereby agrees to provide to Agent such assignment or other documentation as Agent may request to record Agent's lien on such future Patents, Copyrights, Licenses or Trademarks.

5. **Royalties; Term.** Each Assignor hereby agrees that the use by Agent and/or any Lender of all Patents, Copyrights, Licenses and Trademarks as described herein shall be worldwide and without any liability for royalties or other related charges from Agent to such Assignor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration of each of the respective Patents, Copyrights, Licenses and Trademarks assigned hereunder, or (b) the date on which all Obligations has been paid in full and the Credit Agreement is terminated.

6. **Agent's Right to Inspect.** Agent shall have the right, at any time and from time to time, to inspect each Assignor's premises and to examine each Assignor's books, records and operations, including, without limitation, each Assignor's quality control processes. Each Assignor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Assignor under the Trademarks. Each Assignor agrees (a) not to sell or assign its interest in, or grant any license under, the Patents, Copyrights, Licenses or Trademarks, without the prior written consent of Agent; (b) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof; (c) not to adversely change the quality of said products without Agent's express written consent; and (d) to provide Agent, upon request, with a certificate of an officer of such Assignor certifying such Assignor's compliance with the foregoing.

7. **Termination.** This Security Agreement is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Credit Agreement, Agent shall execute and deliver to Assignors a termination of Agent's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignors full title to the Patents, Copyrights, Licenses and Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto.

8. **Duties of Assignors.** Each Assignor shall have the duty (a) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Credit Agreement is terminated, (b) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (c) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignors. No Assignor will abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright without the prior consent of the Agent, except that the following Trademarks have been abandoned by the Assignors:

- (a) ACCESSWARE, Reg. No. 2,196,201, registered on October 13, 1998;
- (b) VIDEOSWITCH, Reg. No. 2,191,611, registered on September 22, 1998;
- (c) INITIA, Reg. No. 2,660,624, registered on December 10, 2002; and
- (d) INITIA (stylized form and design), allowed for registration on principal register and statement of use accepted as of September 5, 2003, awaiting registration certificate and designation of registration number.

9. **Event of Default.** Upon the occurrence of an Event of Default, Agent may, without further notice to or consent of Assignors, and in addition to all other rights and remedies available to Agent and/or any Lender, immediately record all assignments previously executed and delivered to Agent by any Assignor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Agent by Assignors of all rights, title and interest of each Assignor, in and to the Collateral. Each Assignor hereby authorizes and agrees that Agent may, through the power of attorney granted in **Section 14** hereof, upon the occurrence of an Event of Default irrevocably execute and deliver in such Assignor's name any and all such assignments and agreements and to take any and all other actions in such Assignor's name as Agent shall deem reasonable or appropriate to transfer and convey all right, title and interest of such Assignor in and to the Collateral to Agent or any other person or entity selected by Agent.

10. **Agent's Right to Sue.** Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Agent shall commence any such suit, Assignors shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Assignors shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this **Section 10**.

11. **Waivers.** No course of dealing between any Assignor and Agent and/or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent and/or any Lender, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Credit Agreement.** All of Agent's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Assignor hereby authorizes Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as such Assignor's true and lawful attorney-in-fact, with power to (a) endorse such Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent to protect, evidence or perfect its security interest in the Patents, Trademarks, Copyrights and Licenses, (b) upon the occurrence of an Event of Default, endorse such Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent to enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (c) upon the occurrence of an Event of Default, take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Agent reasonably deems in the best interest of the Agent and/or any Lender, (d) upon the occurrence of an Event of Default, grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, including Agent and/or any Lender, and/or (e) upon the occurrence of an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Agent and/or any Lender. Agent may also act under such power of attorney to take the actions referenced in **Section 4**. Agent hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Credit Agreement shall have been terminated. Each Assignor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction.

15. **Binding Effect; Benefits.** This Security Agreement shall be binding upon each Assignor and its successors and assigns, and shall inure to the benefit of Lenders and Agent and their nominees, successors and assigns.

16. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement the day and year first above written.

**ASSIGNORS**

ATTEST:

**YORK TELECOM CORPORATION,**

*Judith Puley*

By: *[Signature]*  
Name: Ronald J. Gaboury  
Title: President

ATTEST:

**INITIA, INC.**

*Judith Puley*

By: *[Signature]*  
Name: Ronald J. Gaboury  
Title: President

**AGENT**

**PNC BANK, NATIONAL ASSOCIATION,**  
as Lender and as Agent

By: \_\_\_\_\_  
Name: Diane M. Shaak  
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement the day and year first above written.

**ASSIGNORS**

ATTEST:

**YORK TELECOM CORPORATION,**

\_\_\_\_\_

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

Name: \_\_\_\_\_

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

ATTEST:

**INTTIA, INC.**

\_\_\_\_\_


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

Name: \_\_\_\_\_

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

**AGENT**

**PNC BANK, NATIONAL ASSOCIATION,**  
as Lender and as Agent

By: 

Name: Diane M. Shaak

Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

STATE OF New Jersey)

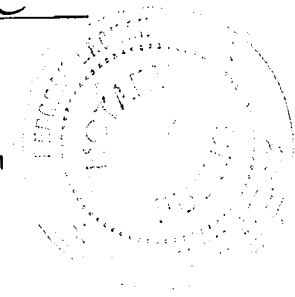
SS.:

COUNTY OF Monmouth)

On the 31st day of March, 2009, before me personally came Ronald J. Gaboury, to me known, who being by me duly sworn, did depose and say that he/she is the President of York Telecom Corporation, the New Jersey corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto as the act and deed of such corporation by order of the board of directors of said corporation.

Deborah Segnan  
Notary Public

DEBORAH SEGNAN  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAY 27, 2011



STATE OF New Jersey)

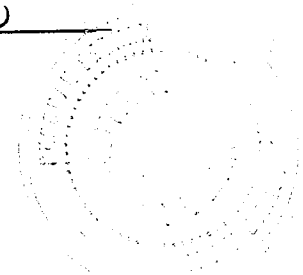
SS.:

COUNTY OF Monmouth)

On the 31st day of March, 2009, before me personally came Ronald J. Gaboury to me known, who being by me duly sworn, did depose and say that he/she is the President of Initia, Inc., the New Jersey corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto as the act and deed of such corporation by order of the board of directors of said corporation.

Deborah Segnan  
Notary Public

DEBORAH SEGNAN  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAY 27, 2011



[NOTARY PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

COMMONWEALTH OF PENNSYLVANIA

:

COUNTY OF

*Chester*

: ss:

:

On this 30<sup>th</sup> day of March, 2009, before me, a Notary Public, personally appeared Diane M. Spack, who acknowledged himself/herself to be the duly acting Senior Vice President PNC Bank, National Association and that ~~he~~/she as such Senior Vice President being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his/her name as such on behalf of the Assignor.

Donna M. Watson  
Notary Public  
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Donna M. Watson, Notary Public  
Tredyffrin Twp., Chester County  
My Commission Expires June 25, 2009  
Member, Pennsylvania Association of Notaries

[NOTARY PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**EXHIBIT "A"**  
**TO**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Patents**

**EXHIBIT "B"**  
**TO**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Copyrights**

None.

**EXHIBIT "C"**  
**TO**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Licenses**

**EXHIBIT "D"**  
**TO**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Trademarks**

<u>Mark</u>	<u>Registration No./ Application No.</u>	<u>Reg./Application Date</u>
1. CALLVIEW	1,704,122	July 28, 1992
2. C-CURE WARE	2,954,570	May 24 2005
3. COLLABORATIVE OPERATING ROOM ENVIRONMENT (CORE)	3,434,519	May 27, 2008
4. TOTAL MANAGED CONFERENCING SERVICES (TMCS)	3,434,518	May 27, 2008
5. INTELLI-PRESENCE	3,430,566	May 20, 2008
6. ACCESSWARE	2,196,201	October 13, 1998
7. VIDEOSWITCH	2,191,611	September 22, 1998
8. INITIA	2,660,624	December 10, 2002
9. INITIA with Design	2,780,158	November 4, 2003
10. M MADGE	2,572,858	May 28, 2002

PHL:5977069.3/PNC008-257176