

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
Vlingo Corporation		05/27/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	2221 Washington Street		
Internal Address:	One Newton Executive Park, Suite 200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02462		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77219525	VLING	
Registration Number:	3538032	VLINGO	
CORRESPONDENCE DATA			
Fax Number:	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	2001 Jefferson Davis, Hwy., Suite 1007		
Address Line 4:	Arlington, VIRGINIA 22202		
ATTORNEY DOCKET NUMBER:	9050810B		
NAME OF SUBMITTER:	Christopher Kondracki		
Signature:	/Christopher Kondracki/		

CH \$65.00 77219525

900136032

TRADEMARK
REEL: 004003 FRAME: 0008

Date:

06/10/2009

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the May 27, 2009 by and between SILICON VALLEY BANK, a California corporation with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("Bank") and VLINGO CORPORATION, a Delaware corporation with its principal place of business at 17 Dunster Street, Cambridge, Massachusetts 02138 ("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 May 27, 2009 (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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) 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, 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements 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;

8. All 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All 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.

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 executed as a sealed instrument under the laws of the Commonwealth of Massachusetts by its officers thereunto duly authorized as of the date first written above.

GRANTOR:

Address of Grantor:

VLINGO CORPORATION

By: _____

Attn: _____

Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

One Newton Executive Park, Suite 200
2221 Washington Street
Newton, Massachusetts 02462

By: Frank We

Title: Reluctant Mungo

Attn: Mr. Bradley Holt

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed as a sealed instrument under the laws of the Commonwealth of Massachusetts by its officers thereunto duly authorized as of the date first written above.

Address of Grantor:

17 Dunster Street
Cambridge, MA 02138

Attn: Mr. Jon Wilcox

GRANTOR:

VLINGO CORPORATION

By: 

Title: President

Address of Bank:

One Newton Executive Park, Suite 200
2221 Washington Street
Newton, Massachusetts 02462

Attn: Mr. Bradley Holt

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

EXHIBIT A

Copyrights

None

EXHIBIT B

Patent Applications and Patents

Patent Applications:	Publication No.
<u>USING SPEECH RECOGNITION RESULTS BASED ON AN UNSTRUCTURED LANGUAGE MODEL WITH A MUSIC SYSTEM</u>	<u>20090030698</u>
<u>USING CONTEXTUAL INFORMATION FOR DELIVERING RESULTS GENERATED FROM A SPEECH RECOGNITION FACILITY USING AN UNSTRUCTURED LANGUAGE MODEL</u>	<u>20090030697</u>
<u>USING RESULTS OF UNSTRUCTURED LANGUAGE MODEL BASED SPEECH RECOGNITION TO CONTROL A SYSTEM-LEVEL FUNCTION OF A MOBILE COMMUNICATIONS FACILITY</u>	<u>20090030696</u>
<u>USING AN UNSTRUCTURED LANGUAGE MODEL ASSOCIATED WITH AN APPLICATION OF A MOBILE COMMUNICATION FACILITY</u>	<u>20090030691</u>
<u>TAGGING SPEECH RECOGNITION RESULTS BASED ON AN UNSTRUCTURED LANGUAGE MODEL FOR USE IN A MOBILE COMMUNICATION FACILITY APPLICATION</u>	<u>20090030688</u>
<u>ADAPTING AN UNSTRUCTURED LANGUAGE MODEL SPEECH RECOGNITION SYSTEM BASED ON USAGE</u>	<u>20090030687</u>
<u>USING SPEECH RECOGNITION RESULTS BASED ON AN UNSTRUCTURED LANGUAGE MODEL WITH A NAVIGATION SYSTEM</u>	<u>20090030685</u>
<u>USING SPEECH RECOGNITION RESULTS BASED ON AN UNSTRUCTURED LANGUAGE MODEL IN A MOBILE COMMUNICATION FACILITY APPLICATION</u>	<u>20090030684</u>
<u>USING RESULTS OF UNSTRUCTURED LANGUAGE MODEL BASED SPEECH RECOGNITION TO PERFORM AN ACTION ON A MOBILE COMMUNICATIONS FACILITY</u>	<u>20080312934</u>
<u>SPEECH RECOGNITION OF SPEECH RECORDED BY A MOBILE COMMUNICATION FACILITY</u>	<u>20080288252</u>
<u>MOBILE BROWSER ENVIRONMENT SPEECH PROCESSING FACILITY</u>	<u>20080221902</u>
<u>MOBILE GENERAL SEARCH ENVIRONMENT SPEECH PROCESSING FACILITY</u>	<u>20080221901</u>
<u>MOBILE LOCAL SEARCH ENVIRONMENT SPEECH PROCESSING FACILITY</u>	<u>20080221900</u>
<u>MOBILE MESSAGING ENVIRONMENT SPEECH PROCESSING FACILITY</u>	<u>20080221899</u>
<u>MOBILE NAVIGATION ENVIRONMENT SPEECH PROCESSING FACILITY</u>	<u>20080221898</u>
<u>MOBILE ENVIRONMENT SPEECH PROCESSING FACILITY</u>	<u>20080221897</u>
<u>MOBILE CONTENT SEARCH ENVIRONMENT SPEECH PROCESSING FACILITY</u>	<u>20080221889</u>
<u>MOBILE ENVIRONMENT SPEECH PROCESSING FACILITY</u>	<u>20080221884</u>
<u>Mobile music environment speech processing facility</u>	<u>20080221880</u>
<u>MOBILE ENVIRONMENT SPEECH PROCESSING FACILITY</u>	<u>20080221879</u>
Patents Awarded:	Patent #
INFLUENCING A VOICE RECOGNITION MATCHING OPERATION WITH USER BARGE-IN TIME	5,765,130

EXHIBIT C

Trademarks

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Goods</u>	<u>Status</u>
VLING	United States	77/219525	06/29/07	Computer programs for use in converting speech to text for use with cellular mobile phones, personal digital assistants and computers in Class 9	Statement of Use to be filed and accepted or 2 nd EOT to be filed by 07/29/09
VLINGO	Argentina	2793909	12/20/07	Computer programs for use in converting speech to text for use with cellular mobile phones, personal digital assistants and computers in Class 9	Published
VLINGO	Brazil	82949041 8	01/08/08	Computer programs for use in converting speech to text for use with cellular mobile phones, personal digital assistants and computers in Class 9	Awaiting examination
VLINGO	Canada	1376084	12/14/07	Computer programs for use in converting speech to text for use with cellular mobile phones, personal digital assistants and computers in Class 9	Published
VLINGO	China MP	950196	12/13/07	Computer programs for use in converting speech to text for use with cellular mobile phones, personal digital assistants and computers in Class 9	Awaiting examination

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Goods</u>	<u>Status</u>
VLINGO	Colombia	7135743	12/24/07	Computer programs for use in converting speech to text for use with cellular mobile phones, personal digital assistants and computers in Class 9	Published
VLINGO	India	1636805	01/01/08	Computer programs for use in converting speech to text for use with cellular mobile phones, personal digital assistants and computers in Class 9	Awaiting examination
VLINGO	Korea MP	950196	12/13/07	Computer programs for use in converting speech to text for use with cellular mobile phones, personal digital assistants and computers in Class 9	Under examination
VLINGO	Mexico	906644	01/11/08	Computer programs for use in converting speech to text for use with cellular mobile phones, personal digital assistants and computers in Class 9	Under examination
VLINGO	Russian Federation MP	950196	12/13/07	Computer programs for use in converting speech to text for use with cellular mobile phones, personal digital assistants and computers in Class 9	Under examination
VLINGO	Singapore MP	T0801874 D	12/13/07	Computer programs for use in converting speech to text for use with cellular mobile phones, personal digital assistants and computers in Class 9	Published

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Goods</u>	<u>Status</u>
VLINGO	Turkey MP	950196	12/13/07	Computer programs for use in converting speech to text for use with cellular mobile phones, personal digital assistants and computers in Class 9	Published

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Goods</u>	<u>Status</u>
VLINGO	Australia MP	1224136	12/13/07	Computer programs for use in converting speech to text for use with cellular mobile phones, personal digital assistants and computers in Class 9	Renewal due under Madrid Protocol
VLINGO	European Community MP	950196	12/13/07	Computer programs for use in converting speech to text for use with cellular mobile phones, personal digital assistants and computers in Class 9	Renewal due under Madrid Protocol
VLINGO	Hong Kong	30101431 7	12/14/07	Computer programs for use in converting speech to text for use with cellular mobile phones, personal digital assistants and computers in Class 9	Renewal due 12/13/17
VLINGO	Madrid Protocol AU CN EM JP KR RU SG TR	950196	12/13/07	Computer programs for use in converting speech to text for use with cellular mobile phones, personal digital assistants and computers in Class 9	Renewal due 12/13/17
VLINGO	United States	3538032	11/25/08	Computer programs for use in converting speech to text for use with cellular mobile phones, personal digital assistants and computers in Class 9	Section 8 Affidavit due 11/25/14

EXHIBIT D

Mask Works

None

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