

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
APPLIED VOICE & SPEECH TECHNOLOGIES, INC.		12/13/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77243685	NOTIFYXPRESS	
CORRESPONDENCE DATA			
Fax Number:	(858)638-5033		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8586386733		
Email:	karen.johanson@dlapiper.com		
Correspondent Name:	DLA PIPER LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 2:	Attn: Karen Johanson		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	354271-45		
NAME OF SUBMITTER:	Troy Zander		
Signature:	/Troy Zander/		

CH \$40.00 77243685

Date:

06/24/2009

Total Attachments: 6

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SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Amended and Restated Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and APPLIED VOICE & SPEECH TECHNOLOGIES, 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 Second Amended and Restated 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, 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 Mask Works listed on Schedules A, B, C, and D 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.

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.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:
27042 Towne Centre Drive, Suite 220
Foothill Ranch, CA 92610

Attn: Chief Financial Officer

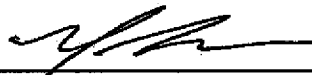
Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Manager

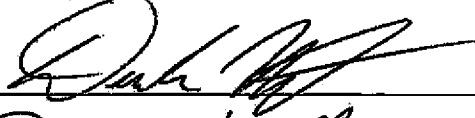
GRANTOR:

APPLIED VOICE & SPEECH TECHNOLOGIES, INC.

By: 
Title: President & CEO

BANK:

SILICON VALLEY BANK

By: 
Title: Relationship Manager

SCHEDULE A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

SCHEDULE B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Defection of voice inactivity within a sound stream	10770748	2/2/04
Voice-Activated Interactive Multimedia Information Processing System	7177402	2/13/07
VC-to-DTMF Interfacing Systems and Method	7092515	8/15/06
Apparatus and Method for Personalized Call Acknowledgement	7248676	7/24/07
Sound event processing with echo analysis	11096004	3/30/05
Messaging System Configurator	11126624	5/11/05
Template-based electronic message generation using sound input	11454382	6/16/06
Apparatus and method for notification of a party in a telephone conference	10988809	11/15/04
Automated natural language inference system	10231552	8/30/02
Messaging systems and methods	11747154	5/10/07
Remote data acquisition system and method	7174728	2/13/07
System for networking attendant and messaging speech systems	7257089	8/14/07

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AVST	78315010	4/26/05
Mobility Messenger	78/267644	6/26/03
Partnerxpress	78387119	3/18/04
Seneca	78292513	12/7/04
Supportxpress	78387123	11/1/05
Xpresscare (block letters)	78387120	7/26/05
AVST UNIFYING COMMUNICATIONS	78941712	7/31/06
LEADXPRESS	78934672	7/21/06
Unifying Communications	77120408	3/1/07
NOTIFYEXPRESS	77243685	7/31/07

SCHEDULE D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

WEST21722519.1
354271-00045

RECORDED: 06/24/2009

TRADEMARK
REEL: 004011 FRAME: 0040