

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Genband Inc.		10/10/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	m/c 4790, 75 E. Trimble Road
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1187459	DCO

CORRESPONDENCE DATA

Fax Number: (949)720-0182
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: trademark@buchalter.com
 Correspondent Name: Sandra P. Thompson, Esq.
 Address Line 1: 18400 Von Karman Avenue, Suite 800
 Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	10113-0123
NAME OF SUBMITTER:	Sandra P. Thompson
Signature:	/spt/
Date:	11/04/2009

Total Attachments: 7

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 REEL: 004091 FRAME: 0008**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 10, 2006 by and between COMERICA BANK ("Bank") and GENBAND INC., a Delaware corporation ("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 of even date herewith (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).

B. 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 and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 and Trademarks listed on Schedules A, B and C 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

Address of Grantor:

3701 W. Plano Parkway, Suite 200
Plano, Texas 75075

Attn: Chief Financial Officer

GRANTOR:

GENBAND Inc.

By: *John Dawding*

Title: *Sr Vice President + CFO*

Address of Bank:

Comerica Bank
m/c 4790
75 E. Trimble Road
San Jose, CA 95131
Attn: Loan Documentation

BANK:

COMERICA BANK

By: *John Bell*

Title: *Vice President*

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EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
DCO Release 17.3 Software	TX 6-002-716	Assigned by Siemens 9-29-2006
DCO Release 19 Software	TX 6-001-903	Assigned by Siemens 9-29-2006
DCO Release 22 Software	TXu1-148-476	Assigned by Siemens 9-29-2006
FSK Firmware	TX 5-979-406	Assigned by Siemens 9-29-2006
DCO Release 21 Software	TX 5-964-504	Assigned by Siemens 9-29-2006
RTIF Firmware	TX 5-902-154	Assigned by Siemens 9-29-2006
DCO Release 23 Software	TX 5-880-407	Assigned by Siemens 9-29-2006
DCO Release 24 Software	TX 5-867-378	Assigned by Siemens 9-29-2006
RTC PROM 202050-008 Source code	TX 6-029-787	Assigned by Siemens 9-29-2006

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration Date</u>
Issued Patents		
Backplane architecture for a telecommunications system chassis	6,862,644	3/1/2005
System and method for interfacing signaling information and voice traffic	6,839,342	1/4/2005
System and method for selecting a compression algorithm according to an available bandwidth	6,754,221	6/22/2004
Insertion/extraction apparatus for circuit cards	6,582,241	6/24/2003
System and method for communication telecommunication information using asynchronous transfer mode	6,526,046	2/25/2003
Method and apparatus for providing voice signals to and from a telecommunications switch	6,512,764	1/28/2003
System and method for communicating telecommunication information between customer premises equipment and network equipment	6,512,762	1/28/2003
Convertible telecommunication chassis and method for converting same	6,483,029	11/19/2002
System and method for communication telecommunication information between a telecommunication switch and customer premises equipment	6,466,573	10/15/2002
System and method for communication telecommunication information between network equipment and a plurality of local loop circuits	6,404,763	6/11/2002
System and method for housing telecommunications equipment	6,297,958	10/02/2001
System and method for interfacing telephony voice signals with a broadband access network	6,879,667	4/23/2002
System and method for reliably communicating telecommunication information	6,996,134	7/16/2001
System and Method for Testing a Voice Gateway	7,016,340	10/26/2001
Method and Apparatus for Providing Voice Signals To and From a Telecommunications Switch	7,099,310	7/16/1999
Pending Applications		
System and method for communicating telecommunication information from a telecommunication network to a Broadband network	66303.0111	
System and Method for Communicating Telecommunication Information from a Broadband Network to a Telecommunication Network	66303.0163	
System and method for interfacing between signaling protocols	66303.0169	
System and method using switch fabric to support redundant network ports	66303.0194	
System and method for providing lifeline telecommunication service	66303.0196	
system and method of providing lifeline telecommunication service to line-powered customer premises equipment	66303.0201	
System and method for cross connecting an ATM network and a telecommunication switch	66303.0205	
PBX Applications over a broadband infrastructure-prism patent application	66303.0217	

Method for device addressing using SNMP community string-based routing	66303.0218	
Method for encoding an interface index in a SNMP format	66303.0219	
Line-powered network interface device	66303.0222	
G6 traffic management architecture and multi-service CAC optimized for AAL2 voice services	66303.0229	
G2 SIP/BLES Gateway Patent Application	66303.0230	
Loop Test Support in a Packetized Voice Gateway Patent Application	66303.0238	
Fault Tolerant Correlation Engine Method & System for Telecommunication Networks		Jul-12-02
	021309-000100US	

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration Date</u>
GENERAL BANDWIDTH – Telecommunications Multiplexers	2,494,791	10/2/2001
GENERAL BANDWIDTH – Telecommunications Equipment, Namely voice over broadband gateways	2,900,062	11/02/2004
Miscellaneous Design – Telecommunications Equipment, Namely voice over broadband gateways	2,525,769	1/1/2002
G6 – Telecommunications Equipment, Namely voice over broadband gateways	2,450,844	5/15/2001
G6 and Design – Telecommunications Equipment, Namely voice over broadband gateway	2,449,024	5/08/2001
Miscellaneous Design -- Telecommunications Equipment, Namely voice over broadband gateway	2,449,025	5/08/2001
GENERAL BANDWIDTH and Design -- Telecommunications Equipment, Namely voice over broadband gateways	2,832,296	4/13/2004
GENBAND – Telecommunications and data networking hardware, namely devices for transporting and aggregating voice, data, and video communications across multiple network infrastructures and communications protocols	78/893,494	Pending
BEYOND VOICE -- Telecommunications and data networking hardware, namely devices for transporting and aggregating voice, data, and video communications across multiple network infrastructures and communications protocols	78/893,504	Abandoned
DCO	1187459	Assigned by Siemens 9-29-2006

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