

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
Swell Software, Inc.		11/30/2009	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Intersouth Partners V, L.P.		
Street Address:	406 Blackwell Road		
Internal Address:	Suite 200		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2407740	PEG	
CORRESPONDENCE DATA			
Fax Number:	(919)781-4865		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	919-781-4000		
Email:	ip@wyrick.com		
Correspondent Name:	Christopher L. Sorey, Esq.		
Address Line 1:	4101 Lake Boone Trail		
Address Line 2:	Suite 300		
Address Line 4:	Raleigh, NORTH CAROLINA 27607		
ATTORNEY DOCKET NUMBER:	012283.008		
NAME OF SUBMITTER:	Christopher L. Sorey, Esq.		
Signature:	/CLS/		

OP \$40.00 2407740

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**TRADEMARK
 REEL: 004137 FRAME: 0067**

Date:

01/25/2010

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "*Agreement*"), dated as of November 30, 2009, is hereby entered into by and among Trinity Convergence, Inc., a Delaware corporation (the "*Company*"), each of the undersigned subsidiaries of the Company (each of such undersigned subsidiaries being a "*Subsidiary Grantor*" and collectively "*Subsidiary Grantors*" and, together with the Company, the "*Grantor*"), the investors set forth on Exhibit A to that certain Note Purchase Agreement dated as of even date herewith (the "*Purchase Agreement*") (each, a "*Investor*" and sometimes collectively referred to herein as the "*Investors*"), and Intersouth Partners V, L.P., as the representative of the Investors (the "*Investor Representative*").

RECITALS:

WHEREAS, the Investors have made loans to Company (as consideration for the issuance of Secured Subordinated Promissory Notes (the "*Notes*") issued on the date hereof pursuant to the Purchase Agreement, but only if the Subsidiary Grantors guarantee such Notes and other borrowings from the Investors pursuant to that certain Subordinated Note Purchase Agreement, originally dated December 31, 2008 and as subsequently amended by that certain Loan Modification Agreement, dated June 29, 2009 (the "*Prior Debt Agreements*"), and further only if the Company and the Subsidiary Guarantors provide a security interest in all their copyrights, trademarks and patents and other collateral described in that certain Security Agreement among Grantor and the Investors (the "*Collateral*"), executed in connection herewith and dated as of the date hereof (the "*Security Agreement*"); and

WHEREAS, a portion of the proceeds of the Notes, and borrowings under the Prior Debt Agreements, may be advanced to Subsidiary Grantors and thus the Notes, and borrowings under the Prior Debt Agreements, are being and have been incurred for and will inure to the benefit of Subsidiary Grantors (which benefits are hereby acknowledged), and thus the Subsidiary Grantors have joined together with the Company in guaranteeing the Company's borrowings from the Investors pursuant to that certain Subsidiary Guaranty agreement dated the date hereof among the Investors and the Subsidiary Grantors (the "*Subsidiary Guaranty*"), and to collectively with the Company serve as the "Grantor" providing collateral for such borrowings hereunder and under the Security Agreement; and

WHEREAS, Grantor has granted the Investors a security interest in its presently existing or later acquired Collateral pursuant to the Security Agreement;

NOW, THEREFORE, for good and otherwise valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Secured Obligations. This Agreement is given to secure the due and punctual payment of the principal of and interest on the Notes issued pursuant to the Purchase Agreement and the Prior Debt Agreements and the due and punctual performance of all other obligations under the Subsidiary Guaranty and the Investment Documents (as defined in the Security Agreement) now existing and hereafter arising, including future advances (and additional Notes

issued pursuant to the Purchase Agreement in respect thereof) made pursuant to the Purchase Agreement, together with any extensions and renewals of the foregoing obligations and reasonable attorneys' fees if collected by or through an attorney-at-law (collectively the "**Secured Obligations**"); provided, however, that "Secured Obligations" shall not include any obligations of the Company to any Investor in its capacity, as a holder of any of the Company's capital stock.

2. Security Interest. As security for the due and punctual payment and performance by the Company of the Secured Obligations, Grantor hereby grants the Investors a security interest (which shall be subject and subordinate to the Permitted Liens, as defined in the Security Agreement) in all right, title and interest in its Intellectual Property (as defined below). As used herein, the term "**Intellectual Property**" shall include:

- (a) All copyrights, trademarks, and patents of Grantor, including, without limitation, the copyrights, and patents, trademarks listed on Schedule A attached hereto, all amendments, renewals, extensions relating thereto, and all licenses or other rights to use the foregoing and all license fees and royalties from such use;
- (b) Any trade secrets and any intellectual property rights in computer software and computer software products now or later existing, created, acquired or held by Grantor;
- (c) All design rights which may be available to Grantor now or later created, acquired or held by Grantor;
- (d) Any claims for damages (past, present or future) for infringement of any of the rights above, with the right, but not the obligation, to sue and collect damages for use or infringement of the intellectual property rights above; and
- (e) All proceeds and products of any of the foregoing, including any and all insurance, indemnity or warranty payments, license royalties, proceeds of infringement suits, the right to sue for past, present and future infringements rights throughout the world, and all re-issues, divisions continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing.

3. Term of Agreement. Grantor acknowledges and agrees that the number and amount of the Secured Obligations may fluctuate from time to time hereafter. Grantor expressly agrees that this Agreement and the security interest in the Intellectual Property conveyed to the Investors hereunder shall remain valid and in full force and effect, notwithstanding any such fluctuations and future payments. This Agreement shall terminate, and each Investor shall release its security interest in the Intellectual Property, only upon the payment in full by or on behalf of Company of all of the then outstanding Notes issued pursuant to the Purchase Agreement and all other Secured Obligations.

4. Security Agreement. This security interest is granted hereunder in conjunction with the security interest in the Collateral granted under the Security Agreement. The Investors' rights and remedies in the Intellectual Property granted hereunder are in addition to those in the Purchase Agreement, the Security Agreement, the Subsidiary Guaranty and other documents.

related thereto, and are in addition to those available at law or in equity. The Investors' rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Security Agreement. The Investors' exercise of their rights, powers or remedies in this Agreement, the Purchase Agreement, the Security Agreement, the Subsidiary Guaranty or any other documents related thereto does not preclude the simultaneous or later exercise of any or all other rights, powers or remedies.


5. Amendment; Waiver. This Agreement may be amended only in a writing signed by both the Company and the Investor Representative, and any amendment so effected shall be binding upon each of the Investors; provided, however, that any such amendment or waiver that disproportionately affects any of the holders of the then-outstanding Notes shall require the written consent of all such disproportionately affected holders. No delay or failure on the part of any Investor in the exercise of any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of such right, power or privilege shall preclude the further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid against the Investors unless made in writing and signed by the Investor Representative, and then only to the extent expressly specified therein. The Company hereby waives presentment and notice of dishonor and protest of all instruments included or evidencing the liability of the Company in respect to the Secured Obligations or the Collateral and any and all notices and demands whatsoever, whether or not relating to such instruments, except as otherwise provided in such instruments

[Signature pages follow.]

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

COMPANY:

TRINITY CONVERGENCE, INC.


By: 
Name: MIKE EDERLE
Title: PRESIDENT

SUBSIDIARY GRANTORS:

TRINITY CONVERGENCE LTD.

By: _____
Name: _____
Title: _____

SWELL SOFTWARE, INC.

By: 
Name: MIKE EDERLE
Title: PRESIDENT

INVESTOR REPRESENTATIVE:

INTERSOUTH PARTNERS V, L.P.

By: Intersouth Associates V, L.P.

By: _____
Name: _____
Title: _____

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.


COMPANY:

TRINITY CONVERGENCE, INC.

By: _____
Name: _____
Title: _____

SUBSIDIARY GRANTORS:

TRINITY CONVERGENCE LTD.

By:  _____
Name: DAVID BROWN
Title: CTO

SWELL SOFTWARE, INC.

By: _____
Name: _____
Title: _____

INVESTOR REPRESENTATIVE:

INTERSOUTH PARTNERS V, L.P.

By: Intersouth Associates V, L.P.

By: _____
Name: _____
Title: _____

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

COMPANY: TRINITY CONVERGENCE, INC.

By: _____
Name: _____
Title: _____

SUBSIDIARY GRANTORS: TRINITY CONVERGENCE LTD.


By: _____
Name: _____
Title: _____

SWELL SOFTWARE, INC.

By: _____
Name: _____
Title: _____

INVESTOR REPRESENTATIVE: INTERSOUTH PARTNERS V, L.P.

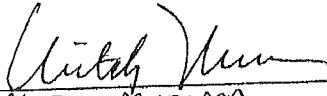
By: Intersouth Associates V, L.P.

By: 
Name: MITCH MUMMA
Title: MEMBER MANAGER

INVESTORS:

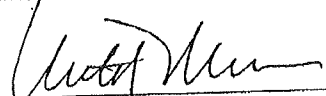
INTERSOUTH PARTNERS V, L.P.

By: Intersouth Associates V, L.P.

By: 
Name: MITCH MUMMA
Title: MEMBER MANAGER

INTERSOUTH AFFILIATES V, L.P.

By: Intersouth Associates V, L.P.

By: 
Name: MITCH MUMMA
Title: MEMBER MANAGER

**INVESTORS
(Continued):**

CORE CAPITAL PARTNERS, L.P.

By: _____
Name: _____
Title: _____

NEEDHAM CAPITAL PARTNERS III, L.P.

By: _____
Name: _____
Title: _____

INVESTORS:

INTERSOUTH PARTNERS V, L.P.

By: Intersouth Associates V, L.P.

By: _____
Name: _____
Title: _____


INTERSOUTH AFFILIATES V, L.P.

By: Intersouth Associates V, L.P.

By: _____
Name: _____
Title: _____

**INVESTORS
(Continued):**

CORE CAPITAL PARTNERS, L.P.

By: 
Name: WILLIAM F. DUNBAR
Title: MANAGING DIRECTOR

NEEDHAM CAPITAL PARTNERS III, L.P.

By: _____
Name: _____
Title: _____

INVESTORS:

INTERSOUTH PARTNERS V, L.P.

By: Intersouth Associates V, L.P.

By: _____
Name: _____
Title: _____

INTERSOUTH AFFILIATES V, L.P.

By: Intersouth Associates V, L.P.


By: _____
Name: _____
Title: _____

**INVESTORS
(Continued):**

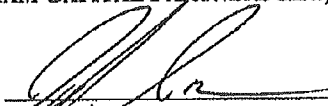
CORE CAPITAL PARTNERS, L.P.

By: _____
Name: _____
Title: _____

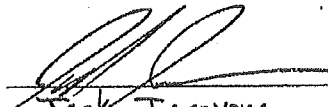
NEEDHAM CAPITAL PARTNERS III, L.P.

By: 
Name: Jack Jacobone
Title: Managing Director

NEEDHAM CAPITAL PARTNERS IIIa, L.P.

By: 
Name: Jack Iacovone
Title: Managing Director

NEEDHAM CAPITAL PARTNERS III (BERMUDA), L.P.

By: 
Name: Jack Iacovone
Title: Managing Director

SCHEDULE A
INTELLECTUAL PROPERTY

Trademarks and Service Marks:

Title and Description	Date of Application	Date of Registration	Registered Trademark No.	Registered Owner
PEG	11/18/98	11/28/00	2407740	Swell Software, Inc.
VeriCall Edge	04/11/05	02/06/07	3205074	Trinity Convergence, Inc.

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