

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GENBAND US LLC		05/28/2010	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

Name:	ONE EQUITY PARTNERS III, L.P., as collateral agent
Street Address:	320 Park Ave., 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	a Cayman Islands Exempted Partnership: CAYMAN ISLANDS

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	1187459	DCO
Registration Number:	2449025	
Registration Number:	2449024	G6
Registration Number:	2450844	G6
Registration Number:	3653286	G9
Registration Number:	3653287	G9
Registration Number:	3446876	GENBAND
Registration Number:	3742792	GENBAND G2
Registration Number:	2900062	GENERAL BANDWIDTH
Registration Number:	2832296	GENERAL BANDWIDTH
Registration Number:	3374331	INTELLICONNECT
Registration Number:	2972592	NETSCAN
Registration Number:	3386856	NETWORK WITHOUT LIMITS
Registration Number:	3367161	NETWORK WITHOUT LIMITS

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Registration Number:	3171496	NEXTONE
Registration Number:	3171497	NEXTONE
Registration Number:	2845355	S SANTERA
Registration Number:	2559814	SANTERAONE
Registration Number:	1109917	D M S
Registration Number:	2750927	SUCCESSION
Registration Number:	1613373	SUPERNODE
Registration Number:	1037809	TOPS
Serial Number:	77627100	S3

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: ipdocket@lw.com, kristin.azcona@lw.com  
Correspondent Name: LATHAM & WATKINS LLP  
Address Line 1: 650 Town Center Drive, 20th Floor  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	042764-0020
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	06/18/2010

**Total Attachments: 6**  
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source=Genband Trademark Security Agr#page6.tif

## TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of May 28, 2010, by GENBAND US LLC (the "Pledgor") in favor of ONE EQUITY PARTNERS III, L.P., in its capacity as collateral agent pursuant to the Credit Agreement described in the Security Agreement described below (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor ("Trademark Collateral"):

- (a) trademark and service mark registrations and applications of the Pledgor listed on Schedule I attached hereto;
- (b) rights and privileges arising under applicable law with respect to the Pledgor's use of any such trademark and service mark registrations and applications;
- (c) reissues, continuations, extensions and renewals thereof and amendments thereto;
- (d) all goodwill of the Pledgor's business connected with the use of and symbolized by any of the foregoing;
- (e) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilution or other violations thereof;
- (f) rights to sue or otherwise recover for past, present and future infringements, dilution or other violations thereof;
- (g) rights corresponding thereto throughout the world; and
- (h) all other Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than (x) Hedging Obligations not yet due and payable, and (y) contingent indemnification obligations not yet accrued and payable) and termination of the Security Agreement or as otherwise provided in Section 11.4 of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GENBAND US LLC

By:   
Name: Daryl Raiford  
Title: Executive Vice President & Chief  
Financial Officer

Accepted and Agreed:

ONE EQUITY PARTNERS III, L.P.,  
as Collateral Agent





A handwritten signature in black ink, appearing to read 'JPHuffsmith', written in a cursive style.

By:

\_\_\_\_\_  
Name: Joseph P Huffsmith  
Title: Managing Director

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark and Service Mark Registrations:**

REGISTRATION NUMBER	MARK
1187459	DCO
2449025	Design Only 
2449024	G6 
2450844	G6
3653286	G9 
3653287	G9
3446876	GENBAND
3742792	GENBAND G2
2900062	GENERAL BANDWIDTH
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2559814	SANTERAONE
1109917	DMS (design mark)
2750927	SUCCESSION*
1613373	SUPERNODE*
1037809	TOPS

**Trademark and Service Mark Applications:**

SERIAL NUMBER	MARK
77627100	S3