

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pac-West Telecomm, Inc.		10/14/2010	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hercules Technology II, L.P.		
<b>Street Address:</b>	400 Hamilton Avenue, Suite 301		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77969313	COMMUNICATIONS AT THE SPEED OF NEED	
<b>Serial Number:</b>	77850333	TELASTIC	
<b>Serial Number:</b>	85109038	TELASTIC X	
<b>Registration Number:</b>	3050310	VOICESOURCE	
<b>Registration Number:</b>	1984023	PAC-WEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)693-2222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4156932440		
<b>Email:</b>	crhem@cooley.com		
<b>Correspondent Name:</b>	Cooley LLP		
<b>Address Line 1:</b>	101 California Street, 5th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	HERCULES 305866-169		

CH \$140.00 77969313

NAME OF SUBMITTER:	C. Rhem
Signature:	/CR/
Date:	10/14/2010
Total Attachments: 4 source=Pac West IPSA#page1.tif source=Pac West IPSA#page2.tif source=Pac West IPSA#page3.tif source=Pac West IPSA#page4.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 14, 2010 by and between HERCULES TECHNOLOGY II, L.P. ("Lender") and Pac-West Telecomm, Inc., a California corporation ("Borrower").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Borrower in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Borrower dated as of October 14, 2010 (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. Lender is willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrower under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in all of Borrower'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 between Borrower and Lender, Borrower hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Borrower grants and pledges to Lender a security interest in all of Borrower's right, title and interest in, to and under its Intellectual Property (including without limitation those federal Trademark applications and registrations listed on Exhibit A), 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 agreement had been entered into in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

Borrower represents that Exhibit A attached hereto sets forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office.

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 Borrower:

Pac-West Telecomm, Inc.  
555 12<sup>th</sup> Street,  
Suite 250  
Oakland, CA 94607  
Attn: \_\_\_\_\_

BORROWER:

PAC-WEST TELECOMM, INC.

By:   
Title: \_\_\_\_\_

Address of Lender:

Hercules Technology II, L.P.  
400 Hamilton Avenue, Suite 301  
Palo Alto, CA 94301  
Attn: Loan Documentation

LENDER:

HERCULES TECHNOLOGY II, L.P.

By: Hercules Technology SBIC Management, LLC, its  
General Partner

By: Hercules Technology Growth Capital, Inc., its  
Manager

By: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature page to Intellectual Property Security Agreement]

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 Borrower:

Pac-West Telecomm, Inc.  
555 12<sup>th</sup> Street,  
Suite 250  
Oakland, CA 94607  
Attn: \_\_\_\_\_

BORROWER:

PAC-WEST TELECOMM, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Lender:


Hercules Technology II, L.P.  
400 Hamilton Avenue, Suite 301  
Palo Alto, CA 94301  
Attn: Loan Documentation

LENDER:

HERCULES TECHNOLOGY II., L.P.

By: Hercules Technology SBIC Management, LLC, its  
General Partner

By: Hercules Technology Growth Capital, Inc., its  
Manager

By:   
\_\_\_\_\_ Scott Harvey


Title: Chief Legal Officer  
\_\_\_\_\_

[Signature page to Intellectual Property Security Agreement]

TRADEMARK  
REEL: 004296 FRAME: 0585

EXHIBIT A

Federal Trademark Applications and Registrations

REG. #	SER. #	MARK	GOODS/SERVICES	BASIS	STATUS
n/a	77/969,313	COMMUNICATIONS AT THE SPEED OF NEED	39: providing electronic storage of data 42: providing on-line non-downloadable computer telephony software; providing on-line non-downloadable software for the transmission of data via the internet as a service to carriers and content providers	1(b)	resp due 01.06.11
n/a	77/850,333	TELASTIC	39: providing electronic storage of data 42: providing on-line non-downloadable computer telephony software; providing on-line non-downloadable software for the transmission of data via the internet as a service to carriers and content providers	1(b)	SOU due 01.20.11
n/a	85/109,038	 telastic	39: providing electronic storage of data 42: providing on-line non-downloadable computer telephony software; providing on-line non-downloadable software for the transmission of data via the internet as a service to carriers and content providers	1(b)	pending
3,050,310	78/545,921	VOICESOURCE	35: business services, namely, providing assistance in management of telecommunication database services via online portal services 38: telecommunication gateway services, namely, providing two-way connectivity between service providers and public switched telephone networks through point of presence networks; providing third party users with access to telecommunication infrastructure; and provision of access to electronic sites, namely, to telecommunication industry telephone databases	1(a)	§§ 8&15 due between 01.24.11 and 01.24.12; secures 2005 Comerica Bank loan
1,984,023	74/693,977	PAC-WEST	38: telecommunications services, namely providing long distance telephone communications services, telephone answering and paging services	1(a)	renewal due on or before 07.02.16; security for 2005 Comerica Bank loan