

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | | | | | | |
|---|-----------------------------|----------------|------------------------|-------------------------|--------------------------|------------------------|----------------------|-----------------------|---------------------------------|----------------------|---------------------|-----------------------|----------------------|-----------------------------|----------|--|
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | | | | | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Nexidia Inc.</td> <td></td> <td>10/13/2010</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Nexidia Federal Solutions, Inc.</td> <td></td> <td>10/13/2010</td> <td>CORPORATION: DELAWARE</td> </tr> </table> | Name | Formerly | Execution Date | Entity Type | Nexidia Inc. | | 10/13/2010 | CORPORATION: DELAWARE | Nexidia Federal Solutions, Inc. | | 10/13/2010 | CORPORATION: DELAWARE | | | | |
| Name | Formerly | Execution Date | Entity Type | | | | | | | | | | | | | |
| Nexidia Inc. | | 10/13/2010 | CORPORATION: DELAWARE | | | | | | | | | | | | | |
| Nexidia Federal Solutions, Inc. | | 10/13/2010 | CORPORATION: DELAWARE | | | | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>RBC Bank (USA)</td> </tr> <tr> <td>Street Address:</td> <td>134 North Church Street</td> </tr> <tr> <td>Internal Address:</td> <td>Lending Service Center</td> </tr> <tr> <td>City:</td> <td>Rocky Mount</td> </tr> <tr> <td>State/Country:</td> <td>NORTH CAROLINA</td> </tr> <tr> <td>Postal Code:</td> <td>27804</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: NORTH CAROLINA</td> </tr> </table> | Name: | RBC Bank (USA) | Street Address: | 134 North Church Street | Internal Address: | Lending Service Center | City: | Rocky Mount | State/Country: | NORTH CAROLINA | Postal Code: | 27804 | Entity Type: | CORPORATION: NORTH CAROLINA | | |
| Name: | RBC Bank (USA) | | | | | | | | | | | | | | | |
| Street Address: | 134 North Church Street | | | | | | | | | | | | | | | |
| Internal Address: | Lending Service Center | | | | | | | | | | | | | | | |
| City: | Rocky Mount | | | | | | | | | | | | | | | |
| State/Country: | NORTH CAROLINA | | | | | | | | | | | | | | | |
| Postal Code: | 27804 | | | | | | | | | | | | | | | |
| Entity Type: | CORPORATION: NORTH CAROLINA | | | | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 4 | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>2832332</td> <td>FAST-TALK</td> </tr> <tr> <td>Registration Number:</td> <td>2928803</td> <td>NEXMINER</td> </tr> <tr> <td>Registration Number:</td> <td>2928804</td> <td>NEXIDIA</td> </tr> <tr> <td>Registration Number:</td> <td>3704769</td> <td>NEXIDIA!</td> </tr> </table> | Property Type | Number | Word Mark | Registration Number: | 2832332 | FAST-TALK | Registration Number: | 2928803 | NEXMINER | Registration Number: | 2928804 | NEXIDIA | Registration Number: | 3704769 | NEXIDIA! | |
| Property Type | Number | Word Mark | | | | | | | | | | | | | | |
| Registration Number: | 2832332 | FAST-TALK | | | | | | | | | | | | | | |
| Registration Number: | 2928803 | NEXMINER | | | | | | | | | | | | | | |
| Registration Number: | 2928804 | NEXIDIA | | | | | | | | | | | | | | |
| Registration Number: | 3704769 | NEXIDIA! | | | | | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | | | | | | |
| <p>Fax Number: (919)783-1075</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 919-783-6400</p> <p>Email: bsimmons@poynerspruill.com</p> <p>Correspondent Name: E. Bardin Simmons, Jr.</p> <p>Address Line 1: 301 Fayetteville Street, Suite 1900</p> <p>Address Line 2: Poyner Spruill LLP</p> <p>Address Line 4: Raleigh, NORTH CAROLINA 27601</p> | | | | | | | | | | | | | | | | |

OP \$115.00 2832332

900174073

TRADEMARK
REEL: 004297 FRAME: 0307

| | |
|--|--------------------------|
| NAME OF SUBMITTER: | E. Bardin Simmons, Jr. |
| Signature: | /E. Bardin Simmons, Jr./ |
| Date: | 10/15/2010 |
| <p>Total Attachments: 9</p> <p>source=Nexidia IP Agreement#page1.tif</p> <p>source=Nexidia IP Agreement#page2.tif</p> <p>source=Nexidia IP Agreement#page3.tif</p> <p>source=Nexidia IP Agreement#page4.tif</p> <p>source=Nexidia IP Agreement#page5.tif</p> <p>source=Nexidia IP Agreement#page6.tif</p> <p>source=Nexidia IP Agreement#page7.tif</p> <p>source=Nexidia IP Agreement#page8.tif</p> <p>source=Nexidia IP Agreement#page9.tif</p> | |

Customer No. _____
Loan No. _____

RBC Bank

Intellectual Property Security Agreement (SD-I&S)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into as of October 13, 2010 by NEXIDIA INC., a Delaware corporation and NEXIDIA FEDERAL SOLUTIONS, INC., a Delaware corporation (whether one or more, the "Borrower"), with a mailing address of 3565 Piedmont Road, Building 2, Suite 400, Atlanta, Georgia 30305, to RBC BANK (USA) ("Bank"), with a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27804.

RECITALS

A. Bank has agreed to extend certain financial accommodations to Borrower ("Credit Facilities") as set forth in that certain Loan and Security Agreement entered into contemporaneously herewith by and between Bank and Borrower (as the same may be amended, modified, extended, renewed, replaced and supplemented from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Borrower has granted to Bank a security interest in presently existing and hereafter acquired Collateral, including the Intellectual Property Collateral, and Borrower is required to supplement the grant of the security interest therein with the grant of the security interest herein contained.

NOW, THEREFORE, for good and valuable consideration paid by Bank, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby represents, warrants, covenants and agrees with Bank as follows:

AGREEMENT

1. Grant of Security Interest. To secure the prompt, full and complete payment and performance of the Obligations, both now existing and hereafter arising, and Borrower's other existing and future representations, warranties and covenants under the Loan Documents, Borrower grants and pledges to Bank a security interest in all of Borrower's right, title and interest in, to and under its present, existing and hereafter acquired Intellectual Property Collateral (including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached hereto), together with all proceeds and products 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.

2. Rights and Remedies; Exercise. This security interest is granted in conjunction with, and as a supplement to, 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 rights and remedies of Bank set forth in the Loan Agreement, the other Loan Documents and those which are now available and may hereafter become available to Bank as a matter of law and equity, including, without limitation, those set forth in the Code as being available to a "secured party" and "creditor". Bank may exercise the aforementioned rights and remedies as and when provided herein, in the Loan Agreement and in the other Loan Documents. Each right, power and remedy of Bank provided for herein, in the Loan Agreement, in any of the other Loan Documents, together with those rights and remedies now and hereafter existing at law and in equity, shall be cumulative and concurrent and the exercise by Bank of any one or more of the aforementioned rights and remedies shall not preclude the simultaneous and later exercise by any person, including Bank, of any or all other rights, powers and remedies.

3. Term. The Loan Agreement and the terms and provisions thereof are incorporated herein in their entirety by this reference. The term of this Agreement and the security interests granted herein shall be coterminous with the term of the security interests granted in the Loan Agreement, and notwithstanding any limitation of, moratorium on and termination of Bank's obligation to make Credit Extensions under the Loan Agreement, Borrower's obligations under this Agreement shall remain in full force and effect for so long as any Obligations are outstanding. It shall be an Event of Default under the Loan Agreement if there is a breach or violation of any of the terms and provisions of this Agreement.

4. Registered Intellectual Property. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights which Borrower has registered or filed a pending application to register with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

5. Right to Defend Intellectual Property. Borrower shall have the right to bring suit in its own name to enforce any Patents, in which case Bank may, at Bank's option, require that it be joined as a nominal party to the suit.

6. New IP. The rights, duties and obligations outlined in the provisions of this Agreement shall automatically apply to all intellectual property and intellectual property rights, including those set forth in any licenses related to any of the foregoing, which Borrower obtains subsequent to the date of this Agreement ("New IP"). Borrower shall give to Bank written notice all New IP promptly after the acquisition of same, but in any event not less frequently than as required by the Loan Agreement. Borrower hereby authorizes Bank to (i) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any New IP and (ii) file a duplicate original of this Agreement containing the amended exhibits reflecting the New IP in the manner described in Section 8 of this Agreement.

7. Bank's Use of Intellectual Property; No Liability. Borrower agrees that the Bank's use of the Intellectual Property Collateral as authorized hereunder and in any other Loan Documents in connection with Bank's exercise of its rights and remedies shall be coextensive with Borrower's rights thereunder and Bank will have no liability for royalties and other related charges upon exercise of such rights and remedies.

8. Power of Attorney; Appointment. Borrower irrevocably designates, constitutes and appoints Bank (and all persons designated by Bank in its sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes Bank and any of Bank's designees, in Borrower's or Bank's name, to take any action and execute any instrument which Bank may deem necessary or advisable to accomplish the purpose of this Agreement.

9. Filing; Patent Office and Copyright Office. Borrower hereby consents to the filing of a duplicate original of this Agreement with the United States Patent and Trademark Office and United States Copyright Office, and the filing of a duplicate of this Agreement and financing statements in any other jurisdictions and locations deemed advisable or necessary in Bank's sole discretion to protect and perfect and put the public on notice of Bank's security interest and rights in the Intellectual Property Collateral. Borrower further consents to and ratifies the filing of such duplicate originals and financing statements prior to the Closing Date. Borrower shall from time to time execute and deliver to Bank, at the request of Bank, such other documents, instruments and records that Bank may request in form and substance satisfactory to Bank and its counsel, to perfect and continue Bank's security interest in the Intellectual Property Collateral.

10. Governing Law, etc. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding therefrom any principle of such laws which might result in the application of the laws of another jurisdiction. In addition, (i) no amendment of and waiver of a right under this Agreement will be binding unless it is in writing and signed by the party to be charged, (ii) to the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted, (iii) a successor to and assignee of Bank's rights and obligations under the Loan Agreement will succeed to Bank's rights under this Agreement and (iv) all notices and other communications required or permitted herein shall be in writing and shall

be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth above.

11. Release of Security Interest. Upon the full and unconditional satisfaction of all of Borrower's obligations to Bank, Bank shall execute and deliver to Borrower, at Borrower's expense, all documents reasonably necessary to terminate Bank's security interest in all of Borrower's Intellectual Property Collateral, including but not limited to, Copyrights, Patents and Trademarks, together with all proceeds and products 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 infringement, all rights corresponding thereto, and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute the same instrument.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, Borrower has caused this Intellectual Property Security Agreement to be executed with authority duly obtained, as of the date first written above.

Signed, sealed and delivered in the presence of:

NEXIDIA INC.
a Delaware corporation

Witness:

Emily Sanders
Print Name: Emily Sanders

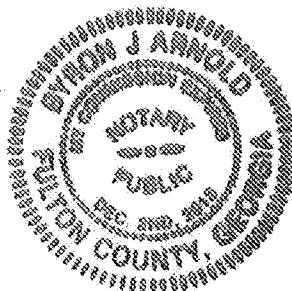
By: [Signature]
Print Name: John W. Winters
Title: President & CEO

Print Name: [Signature]

Notary Public

My Commission Expires: 12/2/13

[Notarial Seal]



Signed, sealed and delivered in the presence of:

NEXIDIA FEDERAL SOLUTIONS, INC.
a Delaware corporation

Witness:

Emily Sanders
Print Name: Emily Sanders

By: [Signature]
Print Name: Roby L. Lawrence
Title: PRESIDENT

Print Name: [Signature]

Notary Public

My Commission Expires: 12/2/13

[Notarial Seal]

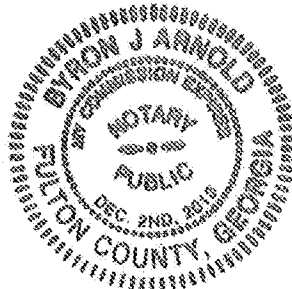


EXHIBIT A

COPYRIGHTS

| <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|---|--------------------------------|------------------------------|
| Form TX for a Nondramatic Literary Work | TXu-1-180-760 | 11/18/02 |

EXHIBIT B

PATENTS AND PENDING PATENT APPLICATIONS

Filed

| <u>Title</u> | <u>Patent Number</u> | <u>Issue Date</u> |
|-----------------------------------|----------------------|-------------------|
| Transcript Alignment | 7,231,351 | 06/12/2007 |
| Phonetic Searching | 7,263,484 | 08/28/2007 |
| Phonetic Searching | 7,313,521 | 12/25/2007 |
| Phonetic Searching | 7,324,939 | 01/29/2008 |
| Phonetic Searching | 7,406,415 | 07/29/2008 |
| Phonetic Searching | 7,475,065 | 01/06/2009 |
| Transcript Alignment | 7,487,086 | 02/03/2009 |
| Wordspotting System | 7,640,161 | 12/29/2009 |
| Word Spotting Score Normalization | 7,650,282 | 01/19/2010 |
| Phonetic Searching | 7,769,587 | 08/03/2010 |

Pending:

| <u>Title</u> | <u>Application Number</u> | <u>Filing Date</u> |
|--|---------------------------|--------------------|
| Comparing Events in Word Spotting | 10/897,056 | 07/22/2004 |
| Spoken Word Spotting Queries | 10/565,570 | 07/21/2006 |
| Multiresolution Searching | 11/959,716 | 12/19/2007 |
| Accessing Multimedia | 12/035,596 | 02/22/2008 |
| Speech Skills Assessment | 12/132,745 | 06/04/2008 |
| Control and Configuration of a Speech Recognizer by Wordspotting | 12/184,445 | 08/01/2008 |
| Consistent User Experience in Information Retrieval Systems | 12/193,896 | 08/19/2008 |
| Keyword Spotting Using a Phoneme-sequence Index | 12/199,123 | 08/27/2008 |
| Transcript Alignment | 12/351,991 | 01/12/2009 |
| Word Spotting False Alarm Phrases | 12/391,395 | 02/24/2009 |
| Multimedia Access | 12,429,218 | 04/24/2009 |
| Transcript Alignment | 12/469,916 | 05/21/2009 |
| Enhancing Call Center Performance | 12/490,757 | 06/24/2009 |
| Transcript Alignment | 12,493,786 | 06/29/2009 |
| Tree-Structured Data Display | 12/541,434 | 08/04/2009 |
| Trend Discovery in Audio Signals | 12/545,282 | 08/21/2009 |
| Feature Normalization for Speech and Audio Processing | 12/564,457 | 09/22/2009 |
| Segmented Query Word Spotting | 12/623,550 | 11/23/2009 |
| Speech Recognition | 12/624,882 | 11/24/2009 |
| Wordspotting System | 12/647,976 | 12/28/2009 |
| Channel Compression | 12/718,114 | 03/05/2010 |
| Obfuscating sensitive content in audio sources | 12/718,109 | 03/05/2010 |
| Enterprise Speech Intelligence Analysis | 12/822,319 | 06/24/2010 |
| Spotting Multimedia | 12/833,244 | 07/09/2010 |
| Real-Time Agent Assistance | 12/837,694 | 07/16/2010 |
| Cluster Map Display | 12/857,746 | 08/17/2010 |
| Speech Signal Similarity | 61/379,441 | 09/02/2010 |

EXHIBIT C

TRADEMARKS

| <u>COUNTRY</u> | <u>MARK</u> | <u>APP./ REG. NUMBER</u> | <u>FILING / REG. DATE</u> | <u>STATUS</u> |
|----------------|-------------|------------------------------|-------------------------------|---|
| U.S. | FAST-TALK | 76/068,865 2,832,332 | 05/12/2000 04/13/2004 | <ul style="list-style-type: none"> • Post registration office action 11/19/2010 • Section 8 & 9 declaration/renewal due 04/13/2014 |
| U.S. | NEXMINER | 78/326,277 2,928,803 | 11/11/2003 03/01/2005 | <ul style="list-style-type: none"> • Sections 8 & 15 combined declaration of use & incontestability due 03/01/2011 • Section 8 & 9 declaration/renewal due 03/01/2015 |
| U.S. | NEXIDIA | 78/326,283 2,928,804 | 11/11/2003 03/01/2005 | <ul style="list-style-type: none"> • Sections 8 & 15 combined declaration of use & incontestability due 03/01/2011 • Section 8 & 9 declaration/renewal due 03/01/2015 |
| U.S. | NEXIDIA! | 77/691642 3704769 | 03/16/2009 11/3/2009 | <ul style="list-style-type: none"> • Sections 8 & 15 combined declaration of use & incontestability due 11/13/2015 • Section 8 & 9 declaration/renewal due 11/13/2019 |
| Canada | Nexidia | 1429002 TMA77756 1 | 02/25/2009 09/20/2010 | <ul style="list-style-type: none"> • Section 8 & 9 declaration/renewal due 09/10/2025 |
| EU | Nexidia | 8,131,252 8131252 | 02/03/2009 / 11/11/2009 | <ul style="list-style-type: none"> • Sections 8 & 9 declaration/renewal due 02/03/2019 |