

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Intellectual Property Security Agreement Joinder	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dialogic Networks (Israel) Ltd.	FORMERLY Veraz Networks Ltd.	11/15/2010	COMPANY: ISRAEL
Veraz Networks do Brasil Comercio de Equipamentos para Telecomunicacao LTDA.		11/15/2010	COMPANY: BRAZIL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Obsidian, LLC		
<b>Street Address:</b>	2951 28TH STREET		
<b>Internal Address:</b>	SUITE 1000		
<b>City:</b>	SANTA MONICA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90405		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75683408	ITX	
<b>Serial Number:</b>	76398759	I-GATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)629-5063		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	213-892-4653		
<b>Email:</b>	BHARRIS@MILBANK.COM		
<b>Correspondent Name:</b>	Benjamin Harris c/o Milbank		
<b>Address Line 1:</b>	601 S. Figueroa St.		
<b>Address Line 2:</b>	30th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>ATTORNEY DOCKET NUMBER:</b>	37773-03400		

CH \$65.00 75683408

**900179443**

**TRADEMARK**  
**REEL: 004438 FRAME: 0595**

NAME OF SUBMITTER:	Benjamin Harris
Signature:	/Benjamin Harris/
Date:	12/21/2010
<b>Total Attachments: 9</b> source=TCP IP Security Agreement Joinder#page1.tif source=TCP IP Security Agreement Joinder#page2.tif source=TCP IP Security Agreement Joinder#page3.tif source=TCP IP Security Agreement Joinder#page4.tif source=TCP IP Security Agreement Joinder#page5.tif source=TCP IP Security Agreement Joinder#page6.tif source=TCP IP Security Agreement Joinder#page7.tif source=TCP IP Security Agreement Joinder#page8.tif source=TCP IP Security Agreement Joinder#page9.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT JOINDER**

INTELLECTUAL PROPERTY SECURITY AGREEMENT JOINDER (this “**Agreement**”) dated as of November 15, 2010 made by Veraz Networks do Brasil Comércio de Equipamentos para Telecomunicação LTDA., a company incorporated under the laws of Brazil (the “**Brazilian Pledgor**”) and Dialogic Networks (Israel) Ltd, a company incorporated under the laws of Israel (the “**Israeli Pledgor**”) and together with the Brazilian Pledgor, collectively, the “**New Pledgors**”) in favor of Obsidian, LLC, acting in its capacity as Collateral Agent for the Secured Parties as defined in the Security Agreement defined below (the “**Collateral Agent**”).

Pursuant to that certain Second Amended and Restated Credit Agreement, dated as of October 1, 2010 (as from time to time amended, restated, supplemented or otherwise modified, the “**Credit Agreement**”), among the Dialogic Corporation (the “**Company**”), the respective Lenders party thereto, Dialogic Inc., as parent (the “**Parent**”) and Obsidian, LLC, as Agent for the Lenders, the Lender Parties have agreed to make certain financial accommodations to the Company.

The Company, the Parent, the Collateral Agent and the Subsidiary Grantors party thereto have entered into an Amended and Restated Security Agreement, dated as of October 1, 2010 (as from time to time amended, the “**Security Agreement**”), pursuant to which the Obligors (as defined in the Security Agreement) granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Collateral (as defined in the Security Agreement) as security for the Secured Obligations (as defined in the Security Agreement).

Pursuant to the Security Agreement, the Company, the Parent, the Collateral Agent and the Subsidiary Grantors party thereto have entered into an Intellectual Property Security Agreement, dated as of October 1, 2010 (as from time to time amended, the “**IP Security Agreement**”), pursuant to which the Obligors granted to the Collateral Agent, for the benefit of the Lenders, a security interest in and to all of Intellectual Property Collateral (as defined in the IP Security Agreement) as security for the Secured Obligations.

In connection herewith, each of the New Pledgors is entering into a Security Agreement Joinder pursuant to which each New Pledgor shall become a party to the Security Agreement. Pursuant to the Security Agreement, each New Pledgor agrees as a condition thereof to execute this Agreement in order to become a party to the IP Security Agreement and for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

Accordingly, each New Pledgor agrees as follows:

**1. DEFINITIONS.** Capitalized terms used but not defined herein shall have the meanings given to them in the IP Security Agreement.

**2. JOINDER.** Effective upon the execution and delivery hereof, each New Pledgor hereby agrees that it shall become a party to the IP Security Agreement as a “**Subsidiary Grantor**” thereunder with the same force and effect as if originally named therein as a Subsidiary Grantor, with all of the liabilities and obligations of a Subsidiary Grantor thereunder. Without limiting the generality of the foregoing, each New Pledgor hereby:

(i) grants to the Collateral Agent, as collateral security for the prompt payment in full when due, whether at stated maturity, by acceleration or otherwise, (including, without limitation, all amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code or any similar legislation in any other relevant jurisdiction) of the Secured Obligations, whether now existing or hereafter from time to time arising, for the benefit of the Lenders as hereinafter provided, a security interest in all of its right, title and interest in, to and under the Intellectual Property Collateral (including, without limitation, the patents and patent applications set forth in Schedule A hereto, the trademark and service mark registrations and applications set forth in Schedule B hereto and the copyright registrations and applications set forth in Schedule C hereto) whether now owned by it or hereafter acquired and whether now existing or hereafter coming into existence; and

(ii) authorizes the Collateral Agent to add the information set forth in the Schedules to this Agreement to the correlative Schedules attached to the IP Security Agreement.

**3. REPRESENTATIONS AND WARRANTIES.** Each New Pledgor represents and warrants to the Collateral Agent and the Lenders that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium or other laws affecting creditors’ rights generally and subject to general principles of equity regardless of whether considered in a proceeding in equity or at law. The Israeli Pledgor is subject to the Encouragement of Research and Development in Industry Law (1984) and the rules and regulations promulgated thereunder (the “**Encouragement Law**”) in accordance with the laws of Israel. Subject to the limitations imposed by the Encouragement Law, execution of the IP Security Agreement by the Israeli Pledgor and its exercise of its rights and performance of its obligations hereunder do not constitute and will not result in a breach of any agreement to which it is a party.

**4. IP SECURITY AGREEMENT.** Except as supplemented hereby, the IP Security Agreement shall remain unchanged and in full force and effect.

**5. GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

**6. EXPENSES.** Each New Pledgor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Agreement, including the reasonable fees, disbursements and other charges of counsel for the Collateral Agent.

**7. MISCELLANEOUS.** Each New Pledgor hereby (a) authorizes the Collateral Agent to attach a counterpart of this Agreement to the IP Security Agreement and (b) authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement as attached to the IP Security Agreement. The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

[Signature Pages Follow]

IN WITNESS WHEREOF, each New Pledgor has caused this Agreement to be duly executed and delivered as of the day and year first above written.

VERAZ NETWORKS DO BRASIL  
COMÉRCIO DE EQUIPAMENTOS PARA  
TELECOMUNICAÇÃO LTDA.

By   
Name: Jobelino Vitoriano Locateli  
Title: Officer

DIALOGIC NETWORKS (ISRAEL) LTD.

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

Address for Notices:


926 Rock Avenue  
San Jose, California 95131  
Attn: General Counsel  
Facsimile: (408) 750-9570  
Email: Eric.Schlezingner@dialogic.com

IN WITNESS WHEREOF, each New Pledgor has caused this Agreement to be duly executed and delivered as of the day and year first above written.

VERAZ NETWORKS DO BRASIL  
COMÉRCIO DE EQUIPAMENTOS PARA  
TELECOMUNICAÇÃO LTDA.

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

DIALOGIC NETWORKS (ISRAEL) LTD.

By  \_\_\_\_\_  
Name: Doug Sabella  
Title: Director

Address for Notices:

926 Rock Avenue  
San Jose, California 95131  
Attn: General Counsel  
Facsimile: (408) 750-9570  
Email: Eric.Schlezingner@dialogic.com

Accepted and agreed:

OBSIDIAN, LLC, as Collateral Agent

By: Tennenbaum Capital Partners, LLC  
Its: Sole Member

By:   
Name: Raymond Vignone  
Title: Authorized Signatory



**Schedule A  
Patents**

None.

**Schedule B  
Trademarks**

The following registered trademarks are each owned by Veraz Networks Ltd.:

<b>MARK</b>	<b>JURISDICTION</b>	<b>APPL.#</b>	<b>APPL. DATE</b>	<b>REG. #</b>	<b>REG. DATE</b>
HI-GATE	EPC	777730	20-Mar-98	777730	March 17, 1999
ITX	USA	75/683,408	15-Apr-99	2,618,524	10-Sep-02
I-GATE	USA	76/398759	22-Apr-02	3429036	May 20, 2008-
I-GATE	China	3083708	29-Jan-02	3083708	28-Nov-03
I-GATE	India	1114351	26-Jun-02	497172	December 26, 2005-
I-GATE	Israel	154834	29-Jan-02	154834	April 03, 2003-

**Schedule C  
Copyrights**

None.

#4830-4441-3959