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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
The Broadvox Holding Company, LLC		01/14/2011	LIMITED LIABILITY COMPANY:
Broadvox-Clec, LLC		01/14/2011	LIMITED LIABILITY COMPANY:
Broadvox, LLC		01/14/2011	LIMITED LIABILITY COMPANY:
Origination Technologies, LLC		01/14/2011	LIMITED LIABILITY COMPANY:
Brivia Acquisition, LLC		01/14/2011	LIMITED LIABILITY COMPANY:
Broadvoxgo, LLC		01/14/2011	LIMITED LIABILITY COMPANY:
Toohinvest Holding Company, Inc.		01/14/2011	INC. ASSOCIATION:
Cypress Communications, Inc.		01/14/2011	INC. ASSOCIATION:
Cypress Communications Operating Company, LLC		01/14/2011	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	NEW THC LLC
Street Address:	c/o Arcapta Inc.
Internal Address:	75 Fourteenth Street, 24th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	LIMITED LIABILITY COMPANY: <i>in the State of Delaware</i>

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	77326308	CYPRESS COMMUNICATIONS
Serial Number:	77326707	CYPRESS COMMUNICATIONS

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Serial Number:	77528858	C3 IP
Serial Number:	77570359	C3 ENHANCED
Serial Number:	77328888	C4 IP
Serial Number:	77648438	C4 OFFICE
Serial Number:	77575547	CONNECT. COMMUNICATE. COLLABORATE. CONTINUE.
Serial Number:	77576892	CONNECT. COMMUNICATE. CONTINUE.
Serial Number:	77528398	GET YOUR VOIP ON
Serial Number:	77328884	EZ OFFICE DIGITAL
Serial Number:	77688089	CYPRESS GREENROOM
Serial Number:	77576722	CYPRESS 8E MODEL
Serial Number:	77576491	CYPRESS 8E MODEL
Serial Number:	77528489	SMARTCONFERENCING
Serial Number:	77927786	C2
Serial Number:	77927782	C2 ENHANCED
Serial Number:	77927791	CONNECT. COMMUNICATE.

CORRESPONDENCE DATA

Fax Number: (212)556-2222
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-556-2100
 Email: patentmallnyc@kslaw.com
 Correspondent Name: King & Spalding LLP
 Address Line 1: 1185 Avenue of the Americas
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	05241-254079
NAME OF SUBMITTER:	Susan Shen-Frattura
Signature:	/Susan Shen-Frattura/
Date:	01/28/2011

Total Attachments: 43
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[EXECUTION VERSION]

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE FINANCING PROVIDER (OR ANY SUCCESSORS OR ASSIGNEES THEREOF) EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THE PROVISIONS OF ARTICLE VII (INCLUDING THE PROVISIONS OF ANY SUBORDINATION AGREEMENT ENTERED INTO IN CONNECTION WITH THE PROVISIONS OF ARTICLE VIII, THE "SUBORDINATED PROVISIONS") OF THAT CERTAIN SUBORDINATED MURABAHA FACILITY AGREEMENT, DATED AS OF JANUARY 14, 2011 (THE "MURABAHA AGREEMENT"), AMONG THE BROADVOX HOLDING COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, NEW THC LLC, A DELAWARE LIMITED LIABILITY COMPANY, ARCAPITA INVESTMENT FUNDING LIMITED AND AIA LIMITED, AS SUCH MURABAHA AGREEMENT HAS BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME; AND EACH HOLDER OR BENEFICIARY OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE FINANCING PROVIDER AND EACH OF ITS SUCCESSORS AND ASSIGNEES), BY ITS ACCEPTANCE HEREOF (OR OF RIGHTS HEREUNDER OR UNDER THE MURABAHA AGREEMENT), IRREVOCABLY AGREES TO BE BOUND BY THE SUBORDINATED PROVISIONS.

SECOND LIEN PLEDGE AND SECURITY AGREEMENT

THIS SECOND LIEN PLEDGE AND SECURITY AGREEMENT (this "Agreement"), dated as of January 14, 2011 is by and among the parties identified as "Grantors" on the signature pages hereto (individually a "Grantor", and collectively the "Grantors") and New THC LLC, a Delaware limited liability company (the "Financing Provider").

WITNESSETH:

WHEREAS, The Broadvox Holding Company, LLC, a Delaware limited liability company ("Broadvox") and the Financing Provider are parties to that certain Subordinated Murabaha Facility Agreement dated as of the date hereof (as it may be amended, restated, modified, extended, renewed, replaced, supplemented and/or refinanced from time to time, the "Financing Arrangement");

WHEREAS, each Grantor has agreed to grant a second priority security interest in the Collateral (as hereinafter defined) in favor of the Financing Provider to secure the payment and performance of all of the Secured Obligations (as hereinafter defined);

WHEREAS, it is a condition precedent to the obligations of the Financing Provider under the Financing Arrangement that each Grantor enter into this Agreement; and

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WHEREAS, each Grantor desires to execute this Agreement to satisfy the conditions precedent described above;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings provided in the Financing Arrangement. The following terms, when used in this Agreement, shall have the following meanings:

"Account Debtor" shall mean any Person who is obligated under an Account.

"Accounts" shall mean, for any Person, all "accounts" (as defined in the UCC), now or hereafter owned or acquired by such Person or in which such Person now or hereafter has or acquires any rights and, in any event, shall mean and include, without limitation, (a) any and all receivables, including, without limitation, all accounts created by, or arising from, all of such Person's sales, leases, rentals or other dispositions of goods or renditions of services to its customers (whether or not they have been earned by performance), including but not limited to, those accounts arising from sales, leases, rentals or other dispositions of goods or rendition of services made under any of the trade names, logos or styles of such Person, or through any division of such Person; (b) Instruments, Documents, Chattel Paper, Contracts, Contract Rights, acceptances, and tax refunds relating to any of the foregoing or arising therefrom; (c) unpaid seller's rights (including rescission, replevin, reclamation, repossession and stoppage in transit) relating to any of the foregoing or arising therefrom; (d) rights to any Goods relating to any of the foregoing or arising therefrom, including rights to returned, reclaimed or repossessed Goods; (e) reserves and credit balances relating to any of the foregoing or arising therefrom; (f) Supporting Obligations and Letter of Credit Rights relating to any of the foregoing or arising therefrom; (g) insurance policies or rights relating to any of the foregoing; (h) General Intangibles relating to any of the foregoing or arising therefrom, including, without limitation, all payment intangibles and other rights to payment and books and records and any electronic media and software relating thereto; (i) notes, deposits or property of Account Debtors relating to any of the foregoing or arising therefrom securing the obligations of any such Account Debtors to such Person; (j) healthcare insurance receivables; and (k) cash and non-cash Proceeds of any and all the foregoing.

"Bankruptcy Code" shall mean Title 11 of the United States Code entitled "Bankruptcy," as now or hereafter in effect, or any successor thereto.

"Chattel Paper" shall mean all "chattel paper" (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which such Grantor has or acquires any rights, or other receipts of any Grantor, evidencing or representing rights or interest in such chattel paper.

"Closing Date" shall mean the date of this Agreement.

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"Collateral" shall mean, collectively, all of each Grantor's right, title and interest in and to each of the following, wherever located and whether now or hereafter existing or now owned or hereafter acquired or arising:

- (i) all Accounts;
- (ii) all Chattel Paper (whether tangible or electronic);
- (iii) all Contracts;
- (iv) all Contract Rights;
- (v) all Deposit Accounts;
- (vi) all Documents;
- (vii) all Equipment;
- (viii) all General Intangibles;
- (ix) all Instruments;
- (x) all Inventory;
- (xi) all Investment Property;
- (xii) all Software;
- (xiii) all Commercial Tort Claims;
- (xiv) all money, cash or cash equivalents;
- (xv) all Supporting Obligations and Letter-of-Credit Rights;
- (xvi) all other Goods and personal property, whether tangible or intangible and whether or not delivered, including, without limitation, such other goods and property (A) the sale or lease of which gives or purports to give rise to any Account or other Collateral, including, but not limited to, all Inventory and other merchandise returned or rejected by or repossessed from customers or (B) securing any Account or other Collateral, including, without limitation, all rights as an unpaid vendor or lien or (including, without limitation, stoppage in transit, replevin and reclamation) with respect to such other Goods and personal property;
- (xvii) all substitutes and replacements for, accessories, attachment, and other additions to, any of the above and all products or masses into which any Goods are physically united such that their identity is lost;

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- (xviii) all books and records pertaining to any of the Collateral or any Account Debtor, or showing the amounts thereof or payments thereon or otherwise necessary or helpful in the realization thereon or the collection thereof, including, without limitation, all correspondence, files (including financing files), Software, computer programs, printouts, tapes, discs and other computer materials and records;
- (xix) all policies and certificates of insurance relating to any of the foregoing, now owned or hereafter acquired, evidencing or pertaining to any and all items of Collateral; and
- (xx) all products and Proceeds of all or any of the Collateral described above (including, but not limited to, any claim to any item referred to in this definition, and any claim against any third party for loss of, damage to or destruction of any or all of the Collateral or for proceeds payable under, or unearned premiums with respect to, policies of insurance) in whatever form, including, but not limited to, cash, Instruments, Chattel Paper, security agreements and other documents;

provided, however, that notwithstanding the foregoing, "Collateral" shall not include: (i) any lease, license, contract, property rights or agreement to which any Grantor is a party or any of any Grantor's rights or interests thereunder or any of any Grantor's property subject thereto, in any case if and for so long as and to the extent that the grant of such security interest or lien shall constitute or result in (A) the abandonment, invalidation or unenforceability of any material right, title or interest of the Grantor therein, (B) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement or (C) a violation of applicable Law, provided however, that a security interest or lien under this Agreement (x) shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied, (y) to the extent severable, shall attach immediately to any term of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (A) or (B) above and (z) shall attach immediately to any such lease, license, contract, property rights or agreement to which the account debtor or the Grantor's counterparty has consented to such attachment (and Grantor shall use commercially reasonable efforts to obtain such consent if reasonably requested to do so by the Financing Provider); (ii) any owned or leased real property, (iii) motor vehicles and other assets subject to certificates of title, (iv) Letter of Credit Rights having a face amount of \$100,000 or less, (v) Commercial Tort Claims in an amount equal to \$100,000 or less; (vi) any Trademark application filed on an "intent to use" basis until such time, if any, as a statement of use is filed and accepted, at which time the security interest and lien granted hereunder shall attach immediately; (vii) any Grantor's interests in any joint ventures and non-wholly owned subsidiaries which cannot be pledged without the consent of one or more third parties, (viii) any equity interest in a foreign subsidiary to the extent the same represents more than 65% of the total combined voting power of all classes of capital stock or similar equity interests of such foreign subsidiary which are entitled to vote; (ix) all payroll, employee benefits and withholding tax accounts ("Employee Benefit Accounts"), in each case, to the extent such accounts contain

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only amounts designated for payment of payroll, employee benefits and withholding tax; and (x) any asset requiring perfection solely by entering into control agreements in respect thereof (collectively, "Excluded Property"); *provided, however*, that "Excluded Property" shall not include any proceeds, substitutions or replacements of any Excluded Property (unless such proceeds, substitutions or replacements would themselves constitute Excluded Property)

"Commercial Tort Claims" shall mean, as to any Person, all "commercial tort claims" as such term is used in the UCC in or under which such Person may now or hereafter have any right, title or interest.

"Contract Rights" means, as to any Person, all of such Person's then owned or existing and future acquired or arising rights under Contracts not yet fully performed and not evidenced by an Instrument or Chattel Paper, to the extent that the same may lawfully be assigned.

"Contracts" means, as to any Person, all "contracts" as such term is used in the UCC, including, without limitation, all of such Person's then owned or existing and future acquired or arising contracts, undertakings or agreements (other than rights evidenced by Chattel Paper, Documents or Instruments) in or under which such Person may now or hereafter have any right, title or interest, including, without limitation, any agreement relating to Inventory, the terms of payment or the terms of performance of any Account or any other Collateral.

"Copyright License" shall mean, as to any Person, any and all rights of such Person under any license, contract or other agreement whether oral or written granting any right to use any Copyright or Copyright registration.

"Copyrights" shall mean, as to any Person, all of the following now owned or hereafter acquired by such Person or in which any Grantor now has or hereafter acquires any rights: (a) all copyrights and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

"Deposit Accounts" shall mean, as to any Person, all "deposit accounts" (as defined in the UCC) now owned or hereafter acquired by such Person, or in which such Person has or acquires any rights, or other receipts, covering, evidencing or representing rights or interest in such deposit accounts, including, without limitation, all of such Person's demand, time, savings, passbook, money market or like depositor accounts and all certificates of deposit, maintained with a bank, savings and loan association, credit union or like organization (other than an account evidenced by a certificate of deposit that is an Instrument).

"Documents" shall mean, as to any Person, all "documents" (as defined in the UCC) now owned or hereafter acquired by such Person or in which such Person has or acquires any rights, or other receipts, covering, evidencing or representing Goods, including, without

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limitation, all of such Person's certificates or documents of origin and of title, warehouse receipts and manufacturers statements or origin.

"Equipment" shall mean, as to any Person, all "equipment" (as defined in the UCC) now owned or hereafter acquired by such Person and wherever located, and, in any event, shall include all machinery, apparatus, equipment, furniture, furnishings, processing equipment, conveyors, machine tools, engineering processing equipment, manufacturing equipment, materials handling equipment, trade fixtures, trucks, tractors, rolling stock, fittings, trailers, forklifts, vehicles, computers and other electronic data processing, other office equipment of such Person, and all other tangible personal property (other than Inventory) of every kind and description used in such Person's business operations or owned by such Person or in which such Person has an interest and any and all additions, substitutions and replacements of any of the foregoing, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto, all fuel therefor and all manuals, drawings, instructions, warranties and rights with respect thereto.

"Event of Default" shall have the meaning set forth for such term in Section 7 hereof.

"Financing Arrangement" shall have the meaning given to that term in the recitals hereto.

"Financing Documents" shall mean the Financing Arrangement and all other documents executed and delivered in connection with any replacement or refinancing of the Financing Arrangement.

"Financing Document Obligations" shall have the meaning given to that term in clause (f) of the definition of Secured Obligations.

"General Intangibles" shall mean, as to any Person, all "general intangibles" (as defined in the UCC) now owned or hereafter acquired by such Person or in which such Person has or acquires any rights and, in any event, shall include all right, title and interest in or under all contracts, all customer lists, Licenses, Copyrights, Trademarks, Patents, and all applications therefor and reissues, extensions or renewals thereof, rights in Intellectual Property, interests in partnerships, joint ventures and other business associations, licenses, permits, copyrights, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, blueprints, plans, specifications, knowledge, know-how, software, data bases, data, skill, expertise, experience, processes, models, drawings, materials and records, goodwill (including the goodwill associated with any Trademark or Trademark License), computer software, all rights and claims in or under insurance policies (including insurance for fire, damage, loss and casualty, whether covering personal property, real property, tangible rights or intangible rights, all liability, life, key man and business interruption insurance, and all unearned premiums), reversions and any rights thereto and any other amounts payable to such Person from any benefit plan, multiemployer plan or other employee benefit plan, uncertificated securities, choses in action, deposit, checking and other bank accounts, rights to receive tax refunds and other payments, rights of indemnification,

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all books and records, correspondence, financing files, invoices, tapes, cards, computer runs, domain names, prospect lists, customer lists and other papers and documents.

"Goods" shall mean, as to any Person, all "goods" (as defined in the UCC), now owned or hereafter acquired, including, without limitation, all of such Person's then owned or existing and future acquired or arising movables, Fixtures, Equipment, Inventory and other tangible personal property.

"Grantor" shall have the meaning given to that term in the introductory paragraph hereof.

"Instruments" shall mean, as to any Person, all "instruments" (as defined in the UCC) now owned or hereafter acquired by such Person or in which such Person has or acquires any rights and, in any event, shall include all promissory notes, all certificates of deposit and all letters of credit evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Accounts or other obligations owed to such Person.

"Intellectual Property" shall mean, as to any Person, all of the following now owned or hereafter acquired by such Person or in which such Person has or acquires any rights: (a) all Patents, patent rights and patent applications, Copyrights and copyright applications, Trademarks, trademark rights, trade names, trade name rights, service marks, service mark rights, applications for registration of trademarks, trade names and service marks, fictitious names registrations and trademark, trade name, service mark registrations and work product, and all derivations thereof; and (b) Patent Licenses, Trademark Licenses, Copyright Licenses and other licenses to use any of the items described in the preceding clause (a), and any other items necessary to conduct or operate the business of such Person.

"Inventory" shall mean, as to any Person, all "inventory" (as defined in the UCC) now owned or hereafter acquired by such Person or in which such Person has or acquires any rights and, in any event, shall include (i) inventory, merchandise, Goods and other personal property intended for sale or lease or for display or demonstration, (ii) work in process, (iii) raw materials and other materials and supplies of every nature and description used or which might be used in connection with the manufacture, packing, shipping, advertising, selling, leasing or furnishing of the foregoing or otherwise used or consumed in the conduct of business and (iv) Documents evidencing, and General Intangibles relating to, any of the foregoing.

"Investment Accounts" shall mean any and all securities accounts, brokerage accounts and commodities accounts.

"Investment Property" shall mean, as to any Person, all "investment property" (as defined in the UCC) now owned or hereafter acquired by such Person or in which such Person has or acquires any rights and, in any event, shall include (i) all "certificated securities", "uncertificated securities", "security entitlements", "securities accounts", "commodity contracts" and "commodity accounts" (as all such terms are defined in the UCC) of such Person; (ii) any other securities, whether certificated or uncertificated, including, but not limited to, stocks, bonds, interests in limited liability companies, partnership interests, treasuries, certificates of

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deposit, and mutual fund shares; (iii) all securities entitlements of such Person, including, but not limited to, the rights of such Person to any Investment Accounts and the financial assets held by a financial intermediary in such accounts and any free financing balance or other money owing by any financial intermediary with respect to such accounts; (iv) all commodity contracts of such Person; and (v) all Investment Accounts of such Person.

"Letter of Credit Rights" shall mean, as to any Person, "letter of credit rights" (as defined in the UCC), now owned or hereafter acquired such Person, including rights to payment or performance under a letter of credit, whether or not such Person, as beneficiary, has demanded or is entitled to demand payment or performance.

"License" shall mean, as to any Person, any Copyright License, Patent License, Trademark License or other license of rights or interests of such Person in Intellectual Property.

"Lien" shall mean any mortgage, deed of trust, security interest, pledge, hypothecation, assignment, attachment, deposit arrangement, encumbrance, lien (statutory, judgment or otherwise), or other security agreement or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any capitalized lease, any synthetic lease, any financing lease involving substantially the same economic effect as any of the foregoing and the filing of any financing statement under the UCC or comparable law of any jurisdiction).

"Patent License" shall mean, as to any Person, any written agreement now owned or hereafter acquired by such Person or in which such Person has or acquires any rights granting any right with respect to any property, process or other invention on which a Patent is in existence.

"Patents" shall mean, as to any Person, all of the following now owned or hereafter acquired by such Person or in which such Person has or acquires any rights: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country; and (b) all reissues, continuations, continuations-in-part and extensions thereof.

"Person" shall mean any individual, corporation, limited liability company, partnership, limited liability partnership, trust, other unincorporated association, business, or other legal entity, and any governmental authority.

"Proceeds" shall mean all "proceeds" (as defined in the UCC) of, and all other profits, rentals or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or realization upon, the Collateral, and, in any event, shall mean and include all claims against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of any Collateral, and any condemnation or requisition payments with respect to any Collateral and the following types of property acquired with cash proceeds: Accounts, Inventory, General Intangibles, Documents, Instruments and Equipment.

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"Secured Obligations" shall mean (i) the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations (including obligations which, but for the automatic stay under Section 362(a) of the Bankruptcy Code, would become due), indebtedness and liabilities (including, without limitation, indemnities and fees) of each Grantor owing to the Financing Provider, now existing or hereafter incurred under, arising out of or in connection with the Financing Arrangement and each Financing Document to which such Grantor is a party and the due performance and compliance by each Grantor with the terms, conditions and agreements of the Financing Arrangement and each such Financing Document (all such obligations, indebtedness and liabilities under this clause (i), being herein collectively called the "Financing Document Obligations"); (ii) any and all sums incurred or advanced by the Financing Provider in order to preserve the Collateral or preserve its security interest in the Collateral; and (iii) in the event of any proceeding for the collection or enforcement of any indebtedness, obligations or liabilities of any Grantor referred to in preceding clauses (i) or (ii) after an Event of Default shall have occurred and be continuing, the expenses of re-taking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Collateral, or of any exercise by the Financing Provider of its rights hereunder, together with attorneys' fees and court costs.

It is acknowledged and agreed that "Secured Obligations" shall include extensions of financing of the types described above, whether outstanding on the date of this Agreement or extended from time to time after the date of this Agreement.

"Security Interests" shall mean the security interests granted to the Financing Provider pursuant to Section 2 hereof as well as all other security interests created or assigned as additional security for the Secured Obligations pursuant to the provisions of this Agreement.

"Software" shall mean, as to any Person, all "software" (as defined in the UCC), now owned or hereafter acquired by such Person, including all computer programs and all supporting information provided in connection with a transaction related to any program.

"Subordinated Provisions" shall mean the provisions of Article VIII of the Financing Arrangement.

"Subsidiary" shall mean, with respect to any Person, any corporation or other Person of which more than 50% of the outstanding capital stock of a corporation or any and all equivalent ownership interests in a Person other than a corporation having ordinary voting power to elect a majority of the board of directors, board of managers or other governing body of such corporation or other Person, is at the time, directly or indirectly, owned or controlled by such Person and one or more of its other Subsidiaries or a combination thereof (irrespective of whether, at the time, securities of any other class or classes of any such corporation or other Person shall or might have voting power by reason of the happening of any contingency).

"Supporting Obligations" shall mean, as to any Person, all "supporting obligations" (as defined in the UCC), now owned or hereafter acquired by such Person, including letters of credit and guaranties issued in support of Accounts, Chattel Paper, Documents, General Intangibles, Instruments, Investment Property and all of such Person's mortgages, deeds to secure debt and deeds of trust on real or personal property, guaranties, leases, security

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agreements, and other agreements and property which secure or relate to any collateral, or are acquired for the purpose of securing and enforcing any item thereof.

"Trademark License" shall mean, as to any Person, any written agreement now owned or hereafter acquired by such Person or in which such Person has or acquires any such rights granting to such Person any right to use any Trademark.

"Trademarks" shall mean, as to any Person, all of the following now owned or hereafter acquired by such Person or in which such Person has or acquires any such rights: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof and (iii) all goodwill associated with or symbolized by any of the foregoing.

"UCC" shall mean the Uniform Commercial Code as in effect, from time to time, in the State of New York; provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the Security Interests in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection.

"United States" shall mean the United States of America, any of the fifty states thereof, and the District of Columbia.

SECTION 2. The Security Interests.

(a) As security for the prompt and complete payment and performance when due of all of its Secured Obligations, each Grantor does hereby pledge, assign, hypothecate, set over and convey unto the Financing Provider, and does hereby grant to the Financing Provider, a second priority continuing security interest in, all of the right, title and interest of such Grantor in, to and under all of the Collateral (and all rights therein), whether now existing or hereafter from time to time acquired.

(b) The Security Interests extend to all Collateral of the kind which is the subject of this Agreement which any Grantor may acquire at any time during the continuation of this Agreement.

SECTION 3. Representations and Warranties. Each Grantor represents and warrants to the Financing Provider as follows:

(a) All filings, registrations and recordings necessary or appropriate to create, preserve, protect and perfect the Security Interests (other than the Security Interests in the

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Intellectual Property) have been accomplished on the date hereof or shall be accomplished within ten (10) days of the Closing Date (or, (i) in the case of property acquired after the Closing Date, within ten (10) days after the acquisition thereof, and the Security Interests (other than the Security Interests in the Intellectual Property) constitute or will constitute, upon satisfaction of such filings, registrations and recordings, a perfected second priority security interest and are entitled to all the rights, priorities and benefits afforded by the UCC or other relevant law as enacted in any relevant jurisdiction to perfected second lien security interests, in each case to the extent that the Collateral consists of the type of property in which a security interest may be perfected by filing a financing statement under the UCC as enacted in any relevant jurisdiction,

(b) It has rights in and the power to transfer each item of the Collateral upon which it purports to grant a Lien hereunder.

(c) Except as permitted by the Subordinated Provisions, no financing statement, mortgage, security agreement or similar or equivalent document or instrument evidencing a Lien on all or any part of the Collateral is on file or of record in any jurisdiction. Except as permitted by the Subordinated Provisions, none of the Collateral is in the possession of a Person (other than the relevant Grantor) asserting any claim thereto or security interest therein, except that the Financing Provider or its designee may have possession of Collateral as contemplated hereby.

(d) It (i) is a corporation or limited liability company, duly organized or duly formed, validly existing and/or in good standing (as applicable) under the laws of the state or jurisdiction of its organization as set forth on Schedule I hereto, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated and to execute, deliver and perform this Agreement and, (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, other than in such jurisdictions where the failure to be so qualified and in good standing could not reasonably be expected to have a Material Adverse Effect.

(e) This Agreement, when executed and delivered, will be, a legal, valid and binding obligation of such Grantor, enforceable against such Grantor in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(f) [Reserved].

(g) None of the Collateral constitutes, or is the Proceeds of, "farm products" (as defined in the UCC).

(h) Schedule I correctly sets forth each Grantor's state of incorporation or formation, as applicable, organizational identification and correct legal name indicated on the public record of each Grantor's jurisdiction of organization which shows such Grantor to be organized or formed.

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(i) Schedule II correctly sets forth, as of the Closing Date, all names and tradenames that each Grantor has used within the last five years and the names of all Persons that have merged into or been acquired by each Grantor.

(j) Schedule III correctly sets forth, as of the Closing Date, (i) each Grantor's chief executive office, (ii) the locations where books or records relating to the Collateral are maintained, (iii) all other locations in which tangible assets are located, (iv) all third parties with possession of any Inventory or Equipment owned by each Grantor, and (v) each Grantor's mailing address (if different from the chief executive office).

(k) Schedule IV correctly sets forth, as of the Closing Date, the name of each bank at which each Grantor maintains Deposit Accounts, and the account numbers for each Deposit Account.

(l) Schedule V correctly sets forth, as of the Closing Date, all letters of credit under which each Grantor is a beneficiary (other than Excluded Property).

(m) Schedule VI correctly sets forth, as of the Closing Date, all "commercial tort claims" (as such term is defined in the UCC) owned by each Grantor.

(n) Schedule VII correctly sets forth, as of the Closing Date, all Patents, Trademarks, and Copyrights owned by each Grantor.

(o) Schedule VIII correctly sets forth, as of the Closing Date, all Investment Property owned by each Grantor, including (i) 100% of the Capital Stock such Grantor owns in any Domestic Subsidiary and (ii) 65% of the Capital Stock such Grantor owns in any Foreign Subsidiary.

(p) [Reserved].

(q) [Reserved].

(r) No authorization, approval or other action by, and no notice to or filing with any governmental authority is required for either (i) the pledge or grant by any Grantor of the Security Interests purported to be created in favor of the Financing Provider hereunder, or (ii) the exercise by the Financing Provider of any rights or remedies in respect of any Collateral, except for the filings contemplated hereunder and as may be required in connection with the disposition of any Collateral.

(s) The execution, delivery and performance of this Agreement by each Grantor (i) does not violate any indenture, mortgage, or any other material agreement to which such Grantor is a party or by which any of its properties or assets may be bound, (ii) complies with all corporate organizational documents of such Grantor and (iii) does not violate any restriction on such transfer or encumbrance of the Collateral.

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SECTION 4. Further Assurances; Covenants.

(a) General. Subject to the Subordinated Provisions, if applicable:

(i) No Grantor shall change the location of its chief executive office or principal place of business, unless it shall have given the Financing Provider thirty (30) days prior notice thereof, as well as executed and delivered to the Financing Provider all financing statements and financing statement amendments which the Financing Provider may reasonably request in connection therewith. If any Grantor shall establish new locations (except customer locations in the ordinary course of business as set forth on Schedule III) where it keeps or holds any of the Collateral or any records relating thereto from the applicable locations described in Schedule III attached hereto, then, if the Financing Provider so requests, such Grantor shall, within fifteen (15) days after the request therefor, give the Financing Provider an updated list of all such locations. The foregoing covenant shall not apply to any Collateral perfected by recordation of the Financing Provider's Lien on the appropriate certificate of title.

(ii) No Grantor shall change its name, jurisdiction of organization, or corporate structure in any manner unless it shall have given the Financing Provider thirty (30) days prior written notice thereof, and delivered to the Financing Provider all financing statements and financing statement amendments which the Financing Provider may request in connection therewith.

(iii) Each Grantor hereby authorizes the Financing Provider, its counsel or its representative, at any time and from time to time, to file financing statements and amendments that describe the collateral covered by such financing statements as "all assets of Grantor", "all personal property of Grantor" or words of similar effect, in such jurisdictions as the Financing Provider may deem necessary or desirable in order to perfect the security interests granted by such Grantor under this Agreement and enable the Financing Provider to exercise and enforce its rights and remedies hereunder in respect of the Collateral. Each Grantor will, from time to time, at its expense, execute, deliver, file and record any statement, assignment, instrument, document, agreement or other paper and take any other action (including, without limitation, any filings with the United States Patent and Trademark Office or the United States Copyright Office, Copyright or Patent filings and any filings of financing or continuation statements under the UCC) that from time to time may be necessary, or that the Financing Provider may reasonably request, in order to create, preserve, upgrade in rank (to the extent required hereby), perfect, confirm or validate the Security Interests or to enable the Financing Provider to obtain the full benefits of this Agreement, or to enable the Financing Provider to exercise and enforce any of its rights, powers and remedies hereunder with respect to any of its Collateral. Each Grantor hereby authorizes the Financing Provider to execute and file financing statements, financing statement amendments or continuation statements on behalf of such Grantor. Each Grantor shall pay the costs of, or incidental to, any recording or filing of any financing statements, financing statement amendments or continuation statements concerning the Collateral.

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(iv) Except for warehouse and customer possession of Inventory or Equipment in the ordinary course of business as set forth on Schedule III (as the same may be updated from time to time pursuant hereto), no Grantor shall permit its tangible assets, including without limitation, such Grantor's Inventory and Equipment, to be in the possession of any other Person unless pursuant to an agreement in form and substance satisfactory to the Financing Provider.

(v) No Grantor shall (A) sell, transfer, lease, exchange, assign or otherwise dispose of, or grant any option, warrant or other right with respect to, any of its Collateral other than sales of assets permitted under the Financing Arrangement; or (B) create, incur or suffer to exist any Lien with respect to any Collateral.

(vi) Each Grantor will promptly upon request, provide to the Financing Provider all information and evidence it may reasonably request concerning the Collateral, to enable the Financing Provider to enforce the provisions of this Agreement.

(vii) Each Grantor shall take all actions necessary or reasonably requested by the Financing Provider in order to maintain the perfected status of the Security Interests and to otherwise carry out the purposes of this Agreement.

(viii) No Grantor shall file any amendment to, or termination of, a financing statement naming (i) such Grantor as debtor and the Financing Provider as secured party or (ii) any other Person as debtor and such Grantor as secured party, or any correction statement with respect thereto, in any jurisdiction.

(ix) Each Grantor shall take all steps necessary to grant the Financing Provider control of all electronic chattel paper in accordance with the UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

(x) Each Grantor shall keep the Collateral in good order and repair and will not use the same in violation of material law or any policy of insurance thereon.

(xi) Except for the Security Interest, each Grantor shall at all times be the sole owner or lessee of each and every item of Collateral.

(xii) Each Grantor shall defend its title, and use commercially reasonable efforts to defend its interest in and to, and the Security Interest in, the Collateral against the claims and demands of all Persons.

(b) [Reserved].

(c) [Reserved].

(d) Patents, Trademarks, Etc. Each Grantor shall notify the Financing Provider promptly upon the Financing Provider's request (which shall be made not more than twice annually) of the occurrence of each of the following: (i) such Grantor's acquisition after the date of this Agreement of any material Intellectual Property and (ii) such Grantor's obtaining

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knowledge that any application or registration relating to any Intellectual Property owned by or licensed to such Grantor is reasonably likely to become abandoned or dedicated, or of any material adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Copyright Office, the United States Patent and Trademark Office or any court) regarding such Grantor's ownership of any material Intellectual Property, its right to register the same, or to keep and maintain the same.

(e) Deposit Accounts, Chattel Paper, Investment Property and Letters of

Credit. Subject to the Subordinated Provisions, if applicable:

(i) Upon five (5) days after written request by the Financing Provider, each Grantor shall update the list of Deposit Accounts set forth on Schedule III hereto.

(ii) [Intentionally omitted].

(iii) No Grantor shall become the beneficiary of any letter of credit having a face value of \$500,000 or more, unless the issuer of the letter of credit has consented to the assignment of the proceeds of such letter of credit to the Financing Provider, such assignment to be in form and substance reasonably acceptable to the Financing Provider.

(iv) (A) Subject to the Subordinated Provisions, each Grantor shall deliver to the Financing Provider within ten (10) days of the execution and delivery of this Agreement, all certificates representing the Capital Stock described on Schedule VIII. All such certificates shall be delivered in suitable form for transfer by delivery or shall be accompanied by duly executed instruments of transfer or assignment in blank reasonably acceptable to the Financing Provider.

(B) Subject to the Subordinated Provisions, if any Grantor shall receive (or become entitled to receive) by virtue of its being or having been the owner of any Capital Stock that is Collateral, any (i) certificate or instrument, including without limitation, any certificate representing a dividend or distribution in connection with any increase or reduction of capital, reclassification, merger, consolidation, sale of assets, combination of shares or membership or other Capital Stock, stock splits, spin-off or split-off, promissory notes or other instruments; (ii) option or right, whether as an addition to, substitution for, conversion of, or an exchange for, any Capital Stock or otherwise in respect thereof; (iii) dividends payable in securities; or (iv) distributions of securities or other Capital Stock, cash or other property in connection with a partial or total liquidation, dissolution or reduction of capital, capital surplus or paid-in surplus, then such Grantor shall accept and receive each such certificate, instrument, option, right, dividend or distribution in trust for the benefit of the Financing Provider, shall segregate it from such Grantor's other property and shall as promptly as practicable (and in any event within

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thirty (30) Business Days of receipt thereof) deliver to the Financing Provider in the exact form received together with any necessary endorsement and/or stock power duly executed in blank, reasonably acceptable to the Financing Provider.

(C) Each Grantor, at any time and from time to time, will, (1) take such steps as the Financing Provider may reasonably request from time to time for the Financing Provider to obtain "control" of any Investment Property or electronic Chattel Paper, with any agreements establishing control to be in form and substance reasonably satisfactory to the Financing Provider, and (2) otherwise to insure the continued perfection and priority of the Financing Provider's security interest in any of the Collateral and of the preservation of its rights therein.

(D) Notwithstanding the foregoing, to the extent any Grantor (other than a corporate Grantor) has not opted into Article 8 of the UCC and the Capital Stock of any such Grantor does not constitute "securities" (as defined in Section 8-102(a)(15) of the UCC or by virtue of Section 8-103(c) of the UCC), no Grantor shall permit any such Grantor to opt into Article 8 of the UCC nor permit the shares or securities of any such Grantor to constitute "securities" (as defined in Section 8-102(a)(15) of the UCC or by virtue of Section 8-103(c) of the UCC), without at least thirty (30) days prior written notice to Financing Provider of any such Grantor's opting into Article 8 of the UCC. Subject to the Subordinated Provisions, upon any Grantor opting into Article 8 of the UCC in accordance with the immediately preceding sentence after the Closing Date, such Grantor shall deliver certificates representing the Capital Stock of such Grantor in accordance with Sections 4(e)(iv)(A) and (B) above.

(f) Commercial Tort Claims. Subject to the Subordinated Provisions, if any Grantor shall at any time acquire a Commercial Tort Claim other than those listed on Schedule III attached hereto with a claim for damages that could reasonably be expected to be in excess of \$100,000, such Grantor shall promptly notify the Financing Provider thereof in writing, providing a reasonable description and summary thereof, and, if necessary, shall execute a supplement to this Agreement granting a security interest in such commercial tort claim to the Financing Provider.

SECTION 5. Reporting. If so requested by the Financing Provider, each Grantor shall furnish to the Financing Provider, as often as the Financing Provider reasonably requests but in no event more frequently than once per calendar quarter, statements and schedules further identifying and describing the Collateral and such other reports in connection with such Collateral as the Financing Provider may reasonably request, all in reasonable detail.

SECTION 6. General Authority. Subject to the Subordinated Provisions, each Grantor hereby irrevocably appoints the Financing Provider its true and lawful attorney-in-fact, with full power of substitution, in the name of such Grantor, the Financing Provider or otherwise, for the sole use and benefit of the Financing Provider, but at such Grantor's expense, to exercise, at any

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time all or any of the following powers:

- (i) to file the financing statements, financing statement amendments and continuation statements referred to in Section 4(a)(iii) hereof,
- (ii) to endorse any checks or other instruments or orders in connection therewith,
- (iii) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due with respect to any Collateral or by virtue thereof,
- (iv) to file any claims or take any action or institute any proceedings which the Financing Provider may reasonably deem necessary or appropriate to accomplish the purposes of this Agreement;
- (v) to settle, compromise, compound, prosecute or defend any action or proceeding with respect to any Collateral,
- (vi) to sell, transfer, assign or otherwise deal in or with the Collateral or the proceeds or avails thereof, as fully and effectually as if the Financing Provider were the absolute owner thereof, and
- (vii) to extend the time of payment with reference to the Collateral and to make any allowance and other adjustments with reference to the Collateral.

provided, however, that the powers described in clauses (ii) through (vii) above may be exercised by the Financing Provider only if an Event of Default then exists. The appointment as attorney-in-fact under this Section 6 is coupled with an interest.

SECTION 7. Events of Default. The occurrence and existence of any "Event of Default" as provided under the terms of the Financing Arrangement shall constitute an "Event of Default" under this Agreement.

SECTION 8. Remedies Upon an Event of Default.

(a) If any Event of Default has occurred and is continuing, the Financing Provider may, subject to the Subordinated Provisions, without further notice to the Grantors, exercise all rights and remedies under this Agreement or that are available to a secured creditor upon default under the UCC, or that are otherwise available at law or in equity, at any time, in any order and in any combination, including collecting any and all Secured Obligations from any Grantor, and, in addition, the Financing Provider may sell the Collateral or any part thereof at public or private sale, for cash, upon credit or for future delivery, and at such price or prices as the Financing Provider may deem satisfactory. The Financing Provider shall give the Grantors not less than ten (10) days prior written notice of the time and place of any sale or other intended disposition of Collateral, except any Collateral which is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, in which case the Financing Provider shall give notice of such sale as early as possible. Each Grantor agrees that

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any such notice constitutes "reasonable notification" within the meaning of Section 9-611 of the UCC (to the extent such Section or any successor provision under the UCC is applicable).

(b) Subject to the Subordinated Provisions, the Financing Provider may be the purchaser of any or all of the Collateral so sold at any public sale (or, if such Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations or if otherwise permitted under applicable law, at any private sale) and thereafter hold the same, absolutely, free from any right or claim of whatsoever kind. Each Grantor agrees to execute and deliver such documents and take such other action as the Financing Provider deems necessary or advisable in order that any such sale may be made in compliance with law. Upon any such sale the Financing Provider shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold. Each purchaser at any such sale shall hold the Collateral so sold to it absolutely free from any claim or right of any kind, including any equity or right of redemption of any Grantor. To the extent permitted by law, each Grantor hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any law now existing or hereafter adopted. The notice (if any) of such sale shall (1) in case of a public sale, state the time and place fixed for such sale, and (2) in the case of a private sale, state the day after which such sale may be consummated. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Financing Provider may fix in the notice of such sale. At any such sale Collateral may be sold in one lot as an entirety or in separate parcels, as the Financing Provider may determine. The Financing Provider shall not be obligated to make any such sale pursuant to any such notice. The Financing Provider may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned. In case of any sale of all or any part of the Collateral on credit or for future delivery, such Collateral so sold may be retained by the Financing Provider until the selling price is paid by the purchaser thereof, but the Financing Provider shall not incur any liability in case of the failure of such purchaser to take up and pay for such Collateral so sold and, in case of any such failure, such Collateral may again be sold upon like notice. The Financing Provider, instead of exercising the power of sale herein conferred upon it, may proceed by a suit or suits at law or in equity to foreclose the Security Interests and sell Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction. Each Grantor shall remain liable for any deficiency.

(c) For the purpose of enforcing any and all rights and remedies under this Agreement, the Financing Provider may, subject to the Subordinated Provisions, (i) require each Grantor, at the expense of such Grantor, and upon the request of the Financing Provider, forthwith to assemble all or any part of its Collateral as directed by the Financing Provider and make it available at a place designated by the Financing Provider which is, in the Financing Provider's opinion, reasonably convenient to the Financing Provider and such Grantor, whether at the premises of such Grantor or otherwise, (ii) to the extent permitted by applicable law, enter, with or without process of law and without breach of the peace, any premise where any such Collateral is or may be located and, without charge or liability to the Financing Provider, seize and remove such Collateral from such premises, (iii) have access to and use each Grantor's books and records, computers and software relating to the Collateral, and (iv) prior to the disposition of any of the Collateral, store or transfer such Collateral without charge in or by

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means of any storage or transportation facility owned or leased by any Grantor, process, repair or recondition such Collateral or otherwise prepare it for disposition in any manner and to the extent the Financing Provider deems appropriate and, in connection with such preparation and disposition, use without charge any Trademark, trade name, Copyright, Patent or technical process used by such Grantor.

(d) Subject to the Subordinated Provisions, and without limiting the generality of the foregoing, if any Event of Default has occurred and is continuing:

(i) Upon request of the Financing Provider, each Grantor will promptly notify each Account Debtor in respect of any Account or Instrument that such Collateral has been assigned to the Financing Provider hereunder, and that any payments due or to become due in respect of such Collateral are to be made directly to the Financing Provider or its designee. Notwithstanding the foregoing, each Grantor hereby authorizes the Financing Provider, upon the occurrence and during the continuance of an Event of Default, to directly contact and notify the Account Debtors or obligors under any Accounts, of the assignment of such Collateral to the Financing Provider, and to direct such Account Debtor or obligors to make payment of all amounts due or to become due thereunder directly to the Financing Provider and, upon such notification and at the expense of such Grantor, to enforce collection of any such Accounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. Once any such notice has been given to any Account Debtor or other Person obligated on the Collateral, such Grantor shall not give any contrary instructions to such Account Debtor or other Person without the Financing Provider's prior written consent. If, notwithstanding the giving of any notice, any Account Debtor or other Person shall make payments to such Grantor, such Grantor shall hold all such payments it receives in trust for the Financing Provider, and shall immediately upon receipt deliver the same to the Financing Provider or its designee.

(ii) The Financing Provider may establish or cause to be established one or more lockboxes or other arrangements for the deposit of proceeds of Accounts of any Grantor and such Grantor shall cause to be forwarded to the Financing Provider, on a daily basis, all checks and other items of payment and deposit slips related thereto deposited in such lockboxes.

(iii) The Financing Provider may (without assuming any obligations or liability thereunder), at any time and from time to time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of any Grantor in, to and under any Licenses and take or refrain from taking any action under any thereof, and such Grantor hereby releases the Financing Provider from, and agrees to hold the Financing Provider free and harmless from and against any claims arising out of, any lawful action so taken or omitted to be taken with respect thereto except for the Financing Provider's gross negligence or willful misconduct as determined by a final and nonappealable decision of a court of competent jurisdiction.

(iv) Upon request by the Financing Provider, each Grantor agrees to execute and deliver to the Financing Provider powers of attorney, in form and substance

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satisfactory to the Financing Provider, for the implementation of any lease, assignment, license, sublicense, grant of option, sale or other disposition of any Intellectual Property. In the event of any such disposition pursuant to this Section 8, such Grantor shall supply its know-how and expertise relating to the manufacture and sale of the products bearing Trademarks or the products or services made or rendered in connection with Patents or Copyrights, and its customer lists and other records relating to such Intellectual Property and to the distribution of said products, to the Financing Provider.

SECTION 9. Limitation on Duty of the Financing Provider in Respect of Collateral.

(a) Beyond reasonable care in the custody thereof, the Financing Provider shall have no duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto.

(b) The Financing Provider shall be deemed to have exercised reasonable care in the custody of the Collateral in its possession if such Collateral is accorded treatment substantially equal to that which it accords its own property, and the Financing Provider shall not be liable or responsible for any loss or damage to any of the Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by the Financing Provider in good faith.

(c) The Financing Provider shall not be required to marshal any present or future Collateral for, or other assurance of payment of, the Secured Obligations or to resort to such Collateral or other assurances of payment in any particular order, and all of the rights of the Financing Provider hereunder and in respect of such Collateral and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, each Grantor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Financing Provider's rights under this Agreement or under any other instrument creating or evidencing any of the Secured Obligations, and, to the extent that it lawfully may, each Grantor hereby irrevocably waives the benefit of all such laws.

SECTION 10. Application of Proceeds. Subject to the Subordinated Provisions, the proceeds of any sale of, or other realization upon, all or any part of the Collateral shall be applied by the Financing Provider in the manner set forth in the Financing Arrangement. It is understood and agreed that each Grantor shall remain liable to the Financing Provider to the extent of any deficiency between (i) the amount of the proceeds of the Collateral received by the Financing Provider hereunder and (ii) the aggregate amount of the Secured Obligations.

SECTION 11. Appointment of Co-Agents. At any time or times, and subject to the Subordinated Provisions, in order to comply with any legal requirement in any jurisdiction, the Financing Provider may appoint another bank or trust company or one or more other Persons, so long as no Event of Default has occurred or is continuing, reasonably acceptable to the Grantors, either to act as co agent or co-agents, jointly with the Financing Provider, with such power and authority as may be necessary for the effectual operation of the provisions hereof and specified in the instrument of appointment (which may, in the discretion of the Financing Provider, include

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provisions for the protection of such co-agent or separate agent similar to the provisions of Section 9 hereof).

SECTION 12. Indemnity; Expenses. The provisions of Section 7.9(c) of the Financing Arrangement are hereby incorporated by reference as if fully set forth herein.

SECTION 13. Security Interest Absolute.

All rights of the Financing Provider, the Security Interests, and all obligations of each Grantor hereunder, shall be, subject to the Subordinated Provisions, absolute and unconditional irrespective of:

- (a) the bankruptcy, insolvency or reorganization of any Grantor;
- (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the obligations, including, without limitation, any increase in the Secured Obligations resulting from the extension of additional financing to any Grantor or otherwise;
- (c) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Secured Obligations;
- (d) any manner of application of collateral, or proceeds thereof, to all or any of the Secured Obligations, or any manner of sale or other disposition of any collateral for all or any part of the Secured Obligations or any other assets of any Grantor;
- (e) any change, restructuring or termination of the corporate or limited liability company structure or existence of any Grantor; or
- (f) any other circumstance which might otherwise constitute a defense available to, or a discharge of, any Grantor or a third party grantor.

SECTION 14. Termination of Security Interests; Release of Collateral.

(a) Upon the repayment in full of all Secured Obligations in cash and the cash collateralization of any obligations with respect to outstanding letters of credit in accordance with the terms of the Financing Arrangement, the Security Interests shall terminate and all rights to the Collateral shall revert to the applicable Grantor.

(b) Upon any such termination of the Security Interests, the Financing Provider will, at the expense of the applicable Grantor, execute and deliver to such Grantor such documents as such Grantor shall reasonably request, but without recourse or warranty to the Financing Provider, including but not limited to, written authorization to file termination statements to evidence the termination of the Security Interests in such Collateral.

SECTION 15. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should such Grantor become insolvent or make an assignment for the benefit

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of any financing provider or financing providers or should a receiver or trustee be appointed for all or any significant part of such Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

SECTION 16. Notices.

All notices and other communications made or required to be given pursuant to this Agreement shall be in writing (whether or not expressly stated herein) and shall be delivered in accordance with Section 7.1 of the Financing Arrangement.

SECTION 17. No Waiver; Remedies Cumulative. No failure or delay on the part of the Financing Provider in exercising any right or remedy hereunder, and no course of dealing between any Grantor on the one hand and the Financing Provider on the other hand shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy hereunder or thereunder. The rights and remedies herein are cumulative and not exclusive of any rights or remedies which the Financing Provider would otherwise have. No notice to or demand on any Grantor not required hereunder in any case shall entitle such Grantor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Financing Provider to any other or further action in any circumstances without notice or demand.

SECTION 18. Successors and Assigns. This Agreement and all obligations of the Grantors hereunder shall be binding upon the successors and assigns of each such Grantor (including any debtor-in-possession on behalf of any Grantor) and shall, together with the rights and remedies of the Financing Provider hereunder, inure to the benefit of the Financing Provider and its successors and assigns. No Grantor may assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Agreement without the prior written consent of the Financing Provider.

SECTION 19. Amendments. No amendment or waiver of any provision of this Agreement, nor consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Financing Provider, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 20. Governing Law; Waiver of Jury Trial.

(a) THIS AGREEMENT AND THE RIGHTS AND SECURED OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN

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ACCORDANCE WITH AND GOVERNED BY THE LAW (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF) OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK.

(b) EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY SUBMIT, FOR ITSELF AND ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES DISTRICT COURT OR STATE COURT LOCATED IN NEW YORK AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SUCH FEDERAL COURT. EACH GRANTOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE FINANCING PROVIDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING DESCRIBED IN PARAGRAPH (b) OF THIS SECTION 20 AND BROUGHT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION 20. EACH GRANTOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH GRANTOR IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN THE FINANCING ARRANGEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

(e) EACH GRANTOR HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH GRANTOR (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT

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SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (ii) ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS IN THIS SECTION 20.

SECTION 21. Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable, in whole or in part, in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 22. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts (including by telecopy), but all of which shall together constitute one and the same instruments. Delivery of an executed counterpart of this Agreement by facsimile shall be equally effective as delivery of an original executed counterpart.

SECTION 23. Headings Descriptive: Interpretation. The headings of the several sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement. As used herein, the words "include," "includes" and "including" are not limiting and shall be deemed to be followed by the phrase "without limitation."

[signature pages follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the day and year first above written.

GRANTORS:

THE BROADVOX HOLDING COMPANY,
LLC,
as a Grantor

By: 

Name: Andrea Temmerod
Title: President & CEO

[Signature Page to Broadvox Second Line Security Agreement]


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);KING & SPALDING LLP COMPANY:1185 AVENUE OF THE AMERICAS

BROADVOX-CLEC, LLC,
as a Grantor

By: _____


Name: Andre Teamorod
Title: President & CEO

[Signature Page to Broadvox Second Lien Security Agreement]

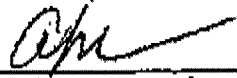
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);KING & SPALDING LLP COMPANY:1185 AVENUE OF THE AMERICAS

BROADVOX, LLC,
as a Grantor

By: 
Name: Andrea Temmerod
Title: President & CEO


[Signature Page to Broadvox Second Layer Security Agreement]

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);KING & SPALDING LLP COMPANY;1185 AVENUE OF THE AMERICAS

ORINATION TECHNOLOGIES, LLC,
as a Grantor

By: 
Name: Andre Temnorod
Title: President & CEO

[Signature Page to Broadvox Second (Jan Security Agreement)]

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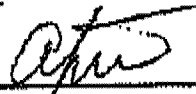
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);KING & SPALDING LLP COMPANY:1185 AVENUE OF THE AMERICAS

BRIVIA ACQUISITION, LLC,
as a Grantor

By: 
Name: Andre Tennorod
Title: President & CEO

(Signature Page to Broadview Second Lien Security Agreement)

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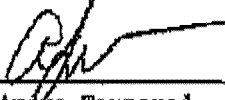
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);KING & SPALDING LLP COMPANY:1185 AVENUE OF THE AMERICAS

BROADVOXGOI, LLC,
as a Grantor

By: _____


Name: Andre Temnovod
Title: President & CEO

[Signature Page to Broadvox Second Line Security Agreement]

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);KING & SPALDING LLP COMPANY:1185 AVENUE OF THE AMERICAS

TECHINVEST HOLDING COMPANY, INC.,

as a Grantor

By


Name: [Signature] Title: CEO

[Signature Page to Brochure Second Lien Security Agreement]

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);KING & SPALDING LLP COMPANY:1185 AVENUE OF THE AMERICAS

CYPRESS COMMUNICATIONS, INC.,
as a Grantor

By: 
Name: Scott L. Drake
Title: EVP + CFO

[Signature Page to Broadband Speed Test Security Agreement]

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);KING & SPALDING LLP COMPANY:1185 AVENUE OF THE AMERICAS

CYPRESS COMMUNICATIONS OPERATING
COMPANY, LLC,
as a Grantor

By: 
Name: Scott L. Drake
Title: EVP + CFO

[Signature Page to Broadvox Second Lien Security Agreement]

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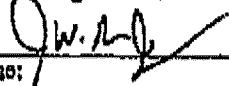
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Accepted and agreed to as of the date first above written:

NEW THC LLC,
as the Financing Provider

By: 
Name: _____
Title: _____

[Signature Page to Broadcom Second Lien Security Agreement]

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SCHEDULE I

ORGANIZATIONAL INFORMATION

[REDACTED]

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) : KING & SPALDING LLP COMPANY: 1185 AVENUE OF THE AMERICAS

SCHEDULE II

NAMES

[REDACTED]

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**SCHEDULE III
COLLATERAL LOCATIONS**

[REDACTED]

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SCHEDULE III

COLLATERAL LOCATIONS
(continued)

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**SCHEDULE IV
DEPOSIT ACCOUNTS**

[REDACTED]

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SCHEDULE V

LETTERS OF CREDIT

[REDACTED]

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SCHEDULE VI

COMMERCIAL TORT CLAIMS

[REDACTED]

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SCHEDULE VII

PATENTS, TRADEMARKS AND COPYRIGHTS

A trademark in the name **BROADVOX** is owned by **Broadvox, LLC**, with USPTO Registration No. 2940100

The following trademarks are owned by **Cypress Communications, Inc.**:

TRADEMARK OR SERVICE MARK	SERIAL NUMBER	DATE FILED	STATUS	DATE OF STATUS
Cypress Communications®	77326308	11.09.2007	Registered	11.25.2008
Cypress Communications® (Stylized)	77326707	11.11.2007	Registered	12.02.2008
C3 IP®	77528358	07.22.2008	Registered	03.23.2010
C3 Enhanced™	77370359	09.15.2008	Petition to Revive and Second Extension for Statement of Use filed	10.06.2010
C4 IP®	77326668	11.11.2007	Registered	09.08.2009
C4 Office®	77648496	01.13.2009	Registered	12.22.2009
Connect, Communicate, Collaborate, Continue.®	77573547	09.22.2008	Registered	08.25.2009
Connect, Communicate, Continue.®	77576692	09.23.2008	Registered	02.24.2009
Get Your VoIP On®	77528398	07.22.2008	Registered	02.24.2009
EZ Office Digital®	77326684	11.11.2007	Registered	03.24.2009
Cypress GreenRoom™	77568069	09.11.2008	Petition to Revive and Third Extension for Statement of Use filed	10.06.2010
Cypress 6c Model®	77576722	09.23.2008	Registered	02.24.2009
Cypress 6c Model®(Stylized)	77576491	09.23.2008	Registered	03.31.2009
Smart Conferencing®	77528469	07.22.2008	Registered	02.24.2009
C2™	77927766	04.01.2008	Pending	05.06.2010
C2 Enhanced™	77927782	02.04.2010	Pending	05.10.2010
Connect, Communicate.™	77927791	02.04.2010	Pending	05.10.2010

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**SCHEDULE VIII
INVESTMENT PROPERTY**

[REDACTED]