

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
UniPoint Holdings, Inc.		04/12/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Technology II, L.P.		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3087215	STARPOINT IP	
CORRESPONDENCE DATA			
Fax Number:	(415)693-2222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4156932440		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	305866-174 HERCULES/UPH		
NAME OF SUBMITTER:	C. Rhem		
Signature:	/CR/		
Date:	04/12/2011		

CH \$40.00 3087215

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 12, 2011 by and between HERCULES TECHNOLOGY II, L.P. ("Lender") and UniPoint Holdings, Inc., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender, Grantor and certain other borrowers party thereto dated as of April 12, 2011 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Secured Obligations under the Loan Agreement and under any other Loan Document, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which, as of the date hereof, Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

UniPoint Holdings, Inc.
6500 River Place Blvd.
Building 2, Suite 200
Austin, TX 78730
Attn:

GRANTOR:

UNIPOINT HOLDINGS, INC.

By: _____

Title: _____

LENDER:

HERCULES TECHNOLOGY II, L.P.

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

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

By: _____

Title: _____

[SIGNATURE PAGE TO IP SECURITY AGREEMENT - UNIPOINT HOLDINGS]

TRADEMARK
REEL: 004520 FRAME: 0403

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

UniPoint Holdings, Inc.
6500 River Place Blvd.
Building 2, Suite 200
Austin, TX 78730
Attn:

GRANTOR:

UNIPOINT HOLDINGS, INC.

By: _____

Title: _____

Address of Lender:

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

LENDER:

HERCULES TECHNOLOGY II, L.P.

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

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

By:  _____

Title: K. Nicholas Marlitsch
 Associate General Counsel

EXHIBIT A

Copyrights

NONE

EXHIBIT B

Patents

1. U.S. Patent Serial No. 7,912,188, filed August 3, 2006, titled "Centralized Feature Platform in a Packetized Network"
2. U.S. Patent Serial No. 7,420,978, filed October 30, 2003, titled "Method and Apparatus for Billing Voice Calls Over and Internet Protocol Network According to Bandwidth Criteria"
3. U.S. Patent Serial No. 7,539,155, filed November 22, 2000, titled "Centralized Feature Platform in a Packetized Network".

EXHIBIT C

Trademarks

Serial Number	Reg. Number	Word Mark	Check	Status
78466496	3087215	StarPoint IP	TARR	LIVE