

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
TELARIX, INC.		06/28/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 W. Six Mile Road
Internal Address:	m/c 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Texas banking association: TEXAS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3541852	IXTOOLS
Registration Number:	3412886	VSR
Registration Number:	3326533	IXBILL
Registration Number:	3363298	IXLINK
Registration Number:	3277122	IXAUDIT
Registration Number:	3326532	IXTRADE
Registration Number:	3349644	IXTRANSLATE
Registration Number:	3326531	IXROUTE
Registration Number:	3336387	IXCONNECT
Registration Number:	3697146	TELARIX

CORRESPONDENCE DATA

Fax Number: (858)550-6420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900195651

**TRADEMARK
 REEL: 004571 FRAME: 0225**

CH \$265.00 3541852

Phone: 858-550-6403
Email: erin.obrien@cooley.com
Correspondent Name: Erin O'Brien
Address Line 1: c/o Cooley LLP
Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1269 TELARIX
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	06/28/2011

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of June 28, 2011 by and between COMERICA BANK ("Bank") and TELARIX, INC., a Delaware corporation ("Grantor").

RECITALS

Grantor and Bank are parties to that certain Second Amended and Restated Loan and Security Agreement dated as of July 22, 2010, as may be amended from time to time, including without limitation by that certain First Amendment to Second Amended and Restated Loan and Security Agreement dated as of September 1, 2010, that certain Second Amendment to Second Amended and Restated Loan and Security Agreement dated as of October 28, 2010, that certain Reservation of Rights Letter dated January 18, 2011, that certain Reservation of Rights Letter dated January 25, 2011, that certain Third Amendment and Forbearance to Second Amended and Restated Loan and Security Agreement dated as of March 30, 2011, that certain Fourth Amendment to Second Amended and Restated Loan and Security Agreement dated as of May 17, 2011, and that certain Fifth Amendment and Forbearance to Second Amended and Restated Loan and Security Agreement dated June 10, 2011 (collectively, the "Loan Agreement"). Grantor and Bank desire to amend the Loan Agreement in accordance with the terms of that certain Sixth Amendment and Waiver to Second Amended and Restated Loan and Security Agreement dated as of the date hereof (the "Amendment").

Bank has agreed to enter into the Amendment, provided, among other things, that Grantor amends the Collateral and agrees to grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

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 Bank related to the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank related to the Loan Agreement, Grantor grants and pledges to Bank 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 Exhibits 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 Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, 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 Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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

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.

GRANTOR:

Address of Grantor:

1950 Old Gallows Road, Suite 800
Vienna, VA 22182

Attn: Chief Financial Officer

TELARIX, INC.

By: 
Title: CFO

BANK:

Address of Bank:

m/c 7578
39200 W. Six Mile Road
Livonia, MI 48152

Attn: National Documentation Services

COMERICA BANK

By: _____
Title: _____

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TELARIX, INC.

By: _____
Title: _____

BANK:

Address of Bank:

m/c 7578
39200 W. Six Mile Road
Livonia, MI 48152

Attn: National Documentation Services

COMERICA BANK

By: Joel A. Madala
Title: SVP

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
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EXHIBIT B

Patents

Description	Application / Patent Number	Application/ Issue Date
System and method for managing interconnect carrier routing	7,050,555	05/23/06
System and method for user-definable document exchange	12/041,484	03/03/08

EXHIBIT C

Trademarks

Description	Serial / Registration Number	Registration/ Application Date
IXTOOLS	3,541,852	12/02/08
VSR	3,412,886	04/15/08
IXBILL	3,326,533	10/30/07
IXLINK	3,363,298	01/01/08
IXAUDIT	3,277,122	08/07/07
IXTRADE	3,326,532	10/30/07
IXTRANSLATE	3,349,644	12/04/07
IXROUTE	3,326,531	10/30/07
IXCONNECT	3,336,387	11/13/07
TELARIX	3,697,146	10/13/09