

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dialogic Inc.		03/22/2012	CORPORATION: DELAWARE
Dialogic Corporation		03/22/2012	CORPORATION: BRITISH COLUMBIA
Dialogic Networks (Israel) Ltd		03/22/2012	COMPANY: ISRAEL

RECEIVING PARTY DATA

Name:	Obsidian, LLC, as collateral agent
Street Address:	2951 28th Street
Internal Address:	Suite 1000
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90405
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	85336075	VISIONVIDEO
Registration Number:	2960782	VERAZ
Serial Number:	85525941	MOBILE EXPERIENCE MATTERS

CORRESPONDENCE DATA

Fax Number: (212)593-5955
 Phone: 212-756-2132
 Email: scott.kareff@srz.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
 Address Line 1: 919 Third Avenue
 Address Line 2: 22nd Floor
 Address Line 4: New York, NEW YORK 10022

TRADEMARK

ATTORNEY DOCKET NUMBER:	077341.0003
NAME OF SUBMITTER:	Scott Kareff (077341.0003)
Signature:	/kc for sk/
Date:	03/26/2012
Total Attachments: 10 source=Supplemental Intellectual Property Security Agreement for Dialogic Inc. and others1#page1.tif source=Supplemental Intellectual Property Security Agreement for Dialogic Inc. and others1#page2.tif source=Supplemental Intellectual Property Security Agreement for Dialogic Inc. and others1#page3.tif source=Supplemental Intellectual Property Security Agreement for Dialogic Inc. and others1#page4.tif source=Supplemental Intellectual Property Security Agreement for Dialogic Inc. and others1#page5.tif source=Supplemental Intellectual Property Security Agreement for Dialogic Inc. and others1#page6.tif source=Supplemental Intellectual Property Security Agreement for Dialogic Inc. and others1#page7.tif source=Supplemental Intellectual Property Security Agreement for Dialogic Inc. and others1#page8.tif source=Supplemental Intellectual Property Security Agreement for Dialogic Inc. and others1#page9.tif source=Supplemental Intellectual Property Security Agreement for Dialogic Inc. and others1#page10.tif	

SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is dated as of March 22, 2012 and entered into by DIALOGIC INC., a Delaware corporation (the "Parent"), DIALOGIC CORPORATION, a British Columbia corporation (the "Company"), and DIALOGIC NETWORKS (ISRAEL) LTD., a company incorporated under the laws of Israel (the "Israeli Obligor" and together with the Company and the Parent, collectively, the "Obligors") in favor of OBSIDIAN, LLC, a Delaware limited liability corporation, in its capacity as collateral agent pursuant to the Third Amended and Restated Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Obligors are party to the Amended and Restated Security Agreement dated October 1, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Obligors have agreed to grant a security interest in the Collateral as security for the Secured Obligations, for the benefit of the Collateral Agent on behalf of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Obligors have agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Obligors hereby agree with the Collateral Agent as follows:

SECTION 1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest. To secure the payment of the Secured Obligations when due, the Obligors hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and to all of the Obligors' right, title and interest in and to the following:

(a) the patents and patent applications set forth in Schedule A hereto together with all resissues, divisions, continuation, renewals, continuation-in-part, extensions and reexaminations thereof and all rights therein provided by international treaties or conventions (the "Patents");

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with all renewals and extensions thereof (the "Trademarks");

(c) the copyright registrations and applications set forth in Schedule C hereto, together with all renewals and extensions thereof (the "Copyrights");

(d) any and all claims for damages for past, present, and future infringement, misappropriation or breach with respect to the Patents, Trademarks, and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(e) any and all proceeds of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security

Agreement and the Obligors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents, Trademarks, and Copyrights made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Recordation. Each of the Obligors authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement.

SECTION 5. Encouragement Law. The Israeli Obligor is subject to the Encouragement of Research and Development in Industry Law (1984) and the rules and regulations promulgated thereunder (the "**Encouragement Law**") in accordance with the laws of Israel. Subject to the limitations imposed by the Encouragement Law, execution of this Agreement by the Israeli Obligor and its exercise of its rights and performance of its obligations hereunder do not constitute and will not result in a breach of any agreement to which it is a party.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


SECTION 7. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the Obligors has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OBLIGORS:

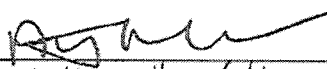
DIALOGIC INC.

By 
Name: Anthony Housefather
Title: Secretary

Address for Notices:

9800 Cavendish Boulevard
5th floor
Montreal, Quebec, CANADA H4M 2V9
Attn: Anthony Housefather
Facsimile: (781) 433-5077
Email: Anthony.Housefather@dialogic.com

DIALOGIC CORPORATION

By 
Name: Anthony Housefather
Title: Director


Address for Notices:

9800 Cavendish Boulevard
5th floor
Montreal, Quebec, CANADA H4M 2V9
Attn: Anthony Housefather
Facsimile: (781) 433-5077
Email: Anthony.Housefather@dialogic.com

[Signature Page to the Supplemental Intellectual Property Agreement]

TRADEMARK
REEL: 004742 FRAME: 0736

DIALOGIC NETWORKS (ISRAEL) LTD.

By 
Name: Anthony Housefather
Title: Director

Address for Notices:

9800 Cavendish Boulevard
5th floor
Montreal, Quebec, CANADA H4M 2V9
Attn: Anthony Housefather
Facsimile: (781) 433-5077
Email: Anthony.Housefather@dialogic.com

Accepted and Agreed:

OBSIDIAN, LLC, as Collateral Agent

By: 
Name: Gayneesh Vig
Title: Managing Partner

[Signature Page to the Supplemental Intellectual Property Agreement]

SCHEDULE A

PATENTS

	Record Owner	Patent	Patent Number	Issue Date	Application Number	Filing Date
1.	Dialogic Networks (Israel) Ltd.	Method Of Routing A Data Transmission	5,815,669	09/29/1998	08/649,208	05/17/1996
2.	Dialogic Networks (Israel) Ltd.	Point Of Presence (POP) For Digital Facsimile Network With Spoofing Capability To Maintain Fax Session	5,828,468	10/27/1998	08/649,239	05/17/1996
3.	Dialogic Networks (Israel) Ltd.	Facsimile Jack For Selectively Routing Transmissions Through A Facsimile Network	5,905,782	05/18/1999	08/649,209	05/17/1996
4.	Dialogic Networks (Israel) Ltd.	Apparatus And Method For Transmitting Facsimile Data	5,999,274	12/07/1999	08/649,237	05/17/1996
5.	Dialogic Networks (Israel) Ltd.	Point Of Presence (POP) For Digital Facsimile Network, With Virtual Pops Used To Communicate With Other Networks	6,023,470	02/08/2000	08/649,572	05/17/1996
6.	Dialogic Networks (Israel) Ltd.	Method Of Monitoring Data Transmission	6,075,849	06/13/2000	08/649,202	05/17/1996
7.	Dialogic Networks (Israel) Ltd.	Congestion Control Using Variable Rate Encoding Based On Queue Fill	6,574,193	06/03/2003	09/362,844	07/28/1999
8.	Dialogic Networks (Israel) Ltd.	Urgent Packet Transmission	6,631,132	10/07/2003	09/411,287	10/04/1999
9.	Dialogic Networks (Israel) Ltd.	Code Converter And A System Using Same	6,701,139	03/02/2004	09/506,578	02/18/2000
10.	Dialogic Networks (Israel) Ltd.	Method And Device For Handling Echo In A Communication Network	7,099,459	08/29/2006	10/440,161	05/19/2003
11.	Dialogic Networks	Method And Device For Quality	7,489,631	02/10/2009	10/557,578	11/21/2005

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	Record Owner	Patent	Patent Number	Issue Date	Application Number	Filing Date
	(Israel) Ltd.	Management In Communication Networks				
12.	Dialogic Networks (Israel) Ltd.	Method And Devices For Providing Protection In Packet Switched Communication Networks	7,693,151	04/06/2010	11/718,376	05/01/2007
13.	Dialogic Networks (Israel) Ltd.	Handling Different Types Of Telecommunication Signals	7,719,704	05/18/2010	10/019,558	12/31/2001
14.	Dialogic Networks (Israel) Ltd.	Processing Of Packets Including Processing Instructions And Forwarded In Communication Networks	N/A	Pending	11/658,008	01/22/2007
15.	Dialogic Networks (Israel) Ltd.	Method and Apparatus for Compressing Communications Packets	N/A	Pending	61/561,456	11/18/2011
16.	Dialogic Networks (Israel) Ltd.	Selective Data Compression	N/A	Pending	13/255,188	09/07/2011
17.	Dialogic Inc.	Semantic Service Broker for Telecommunications Networks	7,720,049	05/18/2010	11/071,962	03/03/2005
18.	Dialogic Inc.	Session Information Transparency Control	N/A	Pending	13/364,623	02/02/2012
19.	Dialogic Inc.	Systems and Methods of Real-Time Data Subscription and Reporting for Telecommunications Systems and Devices	N/A	Pending	13/364,673	02/02/2012
20.	Dialogic Inc.	Systems and Methods of Storing and Managing Configuration Data in Telecommunications Systems and Devices	N/A	Pending	13/364,677	02/02/2012
21.	Dialogic Inc.	Systems and Methods of Provisioning Data Storage and Runtime Configuration in Telecommunications Systems and	N/A	Pending	13/364,732	02/02/2012

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REEL: 004742 FRAME: 0739

Record Owner	Patent	Patent Number	Issue Date	Application Number	Filing Date
	Devices				
22. Dialogic Inc.	Systems and Methods of Providing High Availability of Telecommunications Systems and Devices	N/A	Pending	13/364,735	02/02/2012
23. Dialogic Inc.	Hardware Device Name Resolution for Deterministic Configuration in a Network Appliance	N/A	Pending	13/364,897	02/02/2012
24. Dialogic Corporation	System and Method to Permit Language Independence for Web Interfaces	N/A	Pending	13/097,531	04/29/2011
25. Dialogic Corporation	Method of Manufacturing a Printed Circuit Board Including a Component Located in a Via	N/A	Pending	13/243,251	09/23/2011
26. Dialogic Corporation	Adjusting Audio and Video Synchronization of 3G TDM Streams	N/A	Pending	12/897,050	10/4/2010
27. Dialogic Corporation	Intelligent PCI-Express Transaction Tagging	N/A	Pending	12/953,949	11/24/2010
28. Dialogic Corporation	Video Quality Monitoring	N/A	Pending	13/025,558	02/11/2011
29. Dialogic Corporation	Perceptual Processing Techniques for Video Transcoding	N/A	Pending	13/079,955	04/05/2011
30. Dialogic Corporation	Rate Control with Look-Ahead for Video Transcoding	N/A	Pending	13/091,414	04/21/2011
31. Dialogic Corporation	Method and Apparatus for Reduced Reference Video Quality Assessment	N/A	Pending	13/151,761	06/02/2011
32. Dialogic Corporation	Adaptive Fax Timers	N/A	Pending	13/170,803	06/28/2011
33. Dialogic Corporation	Support Vector Regression Based Video Quality Prediction	N/A	Pending	13/193,802	07/29/2011

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	Record Owner	Patent	Patent Number	Issue Date	Application Number	Filing Date
34.	Dialogic Corporation	Content Identification Using Fingerprint Matching	N/A	Pending	13/215,402	08/23/2011
35.	Dialogic Corporation	Audio Video Offset Detector	N/A	Pending	13/224,744	09/02/2011

SCHEDULE B**TRADEMARKS**

Record Owner	Trademark	Registration Number	Issue Date	Application Number	Filing Date
Dialogic Inc.	VisionVideo	N/A	Pending	85/336,075	06/02/2011
Dialogic Inc.	Veraz	2,960,782	06/07/2005	78/190,449	12/02/2002
Dialogic Inc.	Mobile Experience Matters	N/A	Pending	85/525,941	01/26/2012

**SCHEDULE C
COPYRIGHTS**

None.