

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
Applied Voice & Speech Technologies, Inc.		06/04/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054-1191
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	77823779	UCCONNECT
Serial Number:	75839760	RECEPTION
Serial Number:	75707073	ACTIVENET
Serial Number:	75500458	ACTIVE FAX
Serial Number:	74365790	VIEWCALL
Serial Number:	74365199	VIEWMAIL
Serial Number:	74286771	ACTIVE VOICE
Serial Number:	74286766	
Serial Number:	74152943	REPLAY
Serial Number:	73491271	REPARTEE
Serial Number:	73474548	ACTIVE VOICE

CORRESPONDENCE DATA

Fax Number: (858)638-5130

Phone: 858-638-6730
Email: susan.reynolds@dlapiper.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: DLA Piper LLP (US)
Address Line 1: 4365 Executive Drive, Suite 1100
Address Line 2: Attention: Susan Reynolds
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	354271-45
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	03/28/2012

Total Attachments: 6
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SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Amended and Restated Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and APPLIED VOICE & SPEECH TECHNOLOGIES, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

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

Address of Grantor:
27042 Towne Centre Drive, Suite 220
Foothill Ranch, CA 92610

Attn: Chief Financial Officer

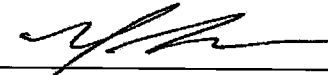
Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Manager

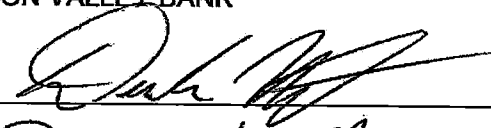
GRANTOR:

APPLIED VOICE & SPEECH TECHNOLOGIES, INC.

By: 
Title: President & CEO

BANK:

SILICON VALLEY BANK

By: 
Title: Relationship Manager

SCHEDULE A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

SCHEDULE B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Assignment Recorded</u>
Detection of voice inactivity within a sound stream	10770748	2/2/04	Escalate Capital I, L.P., Silicon Valley Bank
Voice-Activated Interactive Multimedia Information Processing System	7177402	2/13/07	Escalate Capital I, L.P., Silicon Valley Bank
VC-to-DTMF Interfacing Systems and Method	7092515	8/15/06	Escalate Capital I, L.P., Silicon Valley Bank
Apparatus and Method for Personalized Call Acknowledgement	7248676	7/24/07	Escalate Capital I, L.P., Silicon Valley Bank
Sound event processing with echo analysis	11096004	3/30/05	Escalate Capital I, L.P., Silicon Valley Bank
Messaging System Configurator	11126624	5/11/05	Escalate Capital I, L.P., Silicon Valley Bank
Template-based electronic message generation using sound input	11454382	6/16/06	Escalate Capital I, L.P., Silicon Valley Bank
Apparatus and method for notification of a party in a telephone conference	10988809	11/15/04	Silicon Valley Bank
Automated natural language inference system	10231552	8/30/02	Silicon Valley Bank
Messaging systems and methods	11747154	5/10/07	Escalate Capital I, L.P.
Remote data acquisition system and method	7174728	2/13/07	Escalate Capital I, L.P.
System for networking attendant and messaging speech systems	7257089	8/14/07	Escalate Capital I, L.P., Silicon Valley Bank
Detection of voice inactivity within a sound stream	12793663	6/3/10	Silicon Valley Bank
Sound event processing with echo analysis	12881175	9/14/10	Silicon Valley Bank

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Assignment Recorded</u>
AVST	78315010	4/26/05	Escalate Capital I, L.P., Silicon Valley Bank
Mobility Messenger	78/267644	6/26/03	Escalate Capital I, L.P., Silicon Valley Bank
Partnerxpress	78387119	3/18/04	Escalate Capital I, L.P., Silicon Valley Bank
Seneca	78292513	12/7/04	Escalate Capital I, L.P., Silicon Valley Bank
Supportxpress	78387123	11/1/05	Escalate Capital I, L.P., Silicon Valley Bank
Xpresscare (block letters)	78387120	7/26/05	Escalate Capital I, L.P., Silicon Valley Bank
AVST UNIFYING COMMUNICATIONS	78941712	7/31/06	Escalate Capital I, L.P., Silicon Valley Bank
LEADXPRESS	78934672	7/21/06	Silicon Valley Bank
Unifying Communications	77120408	3/1/07	Escalate Capital I, L.P., Silicon Valley Bank
NOTIFYEXPRESS	77243685	7/31/07	Escalate Capital I, L.P., Silicon Valley Bank
CALLXPRESS	73720483	4/4/88	Escalate Capital I, L.P., Silicon Valley Bank
UCCONNECT	77823779	9/10/09	Silicon Valley Bank
RECEPTION	75839760	11/4/99	Silicon Valley Bank
ACTIVENET	75707073	5/14/99	Silicon Valley Bank
ACTIVE FAX	75500458	6/11/98	Silicon Valley Bank
VIEWCALL	74365790	3/8/93	Silicon Valley Bank
VIEWMAIL	74365199	3/8/93	Silicon Valley Bank
ACTIVE VOICE	74286771	6/22/92	Silicon Valley Bank
Design mark	74286766	6/22/92	Silicon Valley Bank
REPLAY	74152943	4/1/91	Silicon Valley Bank
REPARTEE	73491271	7/23/84	Silicon Valley Bank
ACTIVE VOICE	73474548	4/9/84	Silicon Valley Bank

SCHEDULE D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date