

## 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.		01/30/2013	CORPORATION: DELAWARE
	Dialogic Corporation		01/30/2013	CORPORATION: BRITISH COLUMBIA
	Dialogic Networks (Israel) Ltd		01/30/2013	COMPANY: ISRAEL
RECEIVING PARTY DATA				
Name:	Obsidian, LLC			
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: 2				
	Property Type	Number	Word Mark	
	Serial Number:	85525941	MOBILE EXPERIENCE MATTERS	
	Serial Number:	85817863	NETWORK FUEL	
CORRESPONDENCE DATA				
Fax Number:	2125935955			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	212-756-2132			
Email:	scott.kareff@srz.com			
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			

CH \$65.00 85525941

ATTORNEY DOCKET NUMBER:	077341-0003
NAME OF SUBMITTER:	Scott Kareff (077341.0003)
Signature:	/kc for sk/
Date:	02/01/2013
<b>Total Attachments: 8</b> source=Supplemental IP Security Agreement for Dialogic Inc and others2#page1.tif source=Supplemental IP Security Agreement for Dialogic Inc and others2#page2.tif source=Supplemental IP Security Agreement for Dialogic Inc and others2#page3.tif source=Supplemental IP Security Agreement for Dialogic Inc and others2#page4.tif source=Supplemental IP Security Agreement for Dialogic Inc and others2#page5.tif source=Supplemental IP Security Agreement for Dialogic Inc and others2#page6.tif source=Supplemental IP Security Agreement for Dialogic Inc and others2#page7.tif source=Supplemental IP Security Agreement for Dialogic Inc and others2#page8.tif	

## SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is dated as of January 30, 2013 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

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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]

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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: \_\_\_\_\_  
Title:

Address for Notices:

6700 de la Cote-de-Liesse Road, Suite 100  
Montreal, Quebec, CANADA H4T 2B5  
Attn: Anthony Housefather  
Facsimile: +1-514-745-0055  
Email: Anthony.Housefather@dialogic.com

DIALOGIC CORPORATION

By   
Name: \_\_\_\_\_  
Title:

Address for Notices:

6700 de la Cote-de-Liesse Road, Suite 100  
Montreal, Quebec, CANADA H4T 2B5  
Attn: Anthony Housefather  
Facsimile: +1-514-745-0055  
Email: Anthony.Housefather@dialogic.com

[Signature Page to the Supplemental Intellectual Property Agreement]

TRADEMARK  
REEL: 004954 FRAME: 0458

DIALOGIC NETWORKS (ISRAEL) LTD.

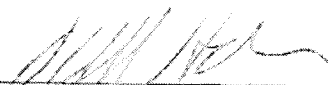
By   
Name:  
Title:

Address for Notices:

6700 de la Cote-de-Liesse Road, Suite 100  
Montreal, Quebec, CANADA H4T 2B5  
Attn: Anthony Housefather  
Facsimile: +1-514-745-0055  
Email: Anthony.Housefather@dialogic.com

Accepted and Agreed:

OBSIDIAN, LLC, as Collateral Agent

By:   
Name: David Holm  
Title:

[Signature Page to the Supplemental Intellectual Property Agreement]

SCHEDULE A

PATENTS

	Record Owner	Patent	Patent Number	Issue Date	Application Number	Filing Date
1.	Dialogic Inc.	Session Information Transparency Control	N/A	Pending	13/364,623	02/02/2012
2.	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
3.	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
4.	Dialogic Inc.	Systems And Methods Of Provisioning Data Storage And Runtime Configuration In Telecommunications Systems And Devices	N/A	Pending	13/364,732	02/02/2012
5.	Dialogic Inc.	Systems And Methods Of Providing High Availability Of Telecommunications Systems And Devices	N/A	Pending	13/364,735	02/02/2012
6.	Dialogic Inc.	Hardware Device Name Resolution For Deterministic Configuration In A Network Appliance	N/A	Pending	13/364,897	02/02/2012
7.	Dialogic Corporation	Adaptive Facsimile Redundancy	N/A	Pending	13/446,425	04/13/2012
8.	Dialogic Inc.	Run-Time Actionable Information Exchange System in a Secure Environment	N/A	Pending	61/677,279	07/30/2012

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	Record Owner	Patent	Patent Number	Issue Date	Application Number	Filing Date
9.	Dialogic Networks (Israel) Ltd.	Method and Apparatus for Reducing Delays in a Packet Switched Network	N/A	Pending	13/634,931	09/14/2012
10.	Dialogic Corporation	Systems and Methods for Implementing Customized Routing in a Modularized Processing Environment	N/A	Pending	13/662,010	10/26/2012
11.	Dialogic Networks (Israel) Ltd.	Method and Apparatus for Compressing Communication Packets	N/A	Pending	13/678,794	11/16/2012

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SCHEDULE B

TRADEMARKS

	Record Owner	Trademark	Registration Number	Issue Date	Application Number	Filing Date
1.	Dialogic Inc.	Mobile Experience Matters	N/A	Pending	85/525,941	01/26/2012
2.	Dialogic Inc.	Network Fuel	N/A	Pending	85/817,863	01/08/2013

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**SCHEDULE C  
COPYRIGHTS**

None.

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