

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
Spectralink Corporation		12/04/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	115 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2994870	SPECTRALINK	
Registration Number:	1851886	SPECTRALINK	
Registration Number:	3164996	SPECTRALINK	
Registration Number:	3164995	SPECTRALINK	
CORRESPONDENCE DATA			
Fax Number:	3128035299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4105003		

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NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	04/01/2013
Total Attachments: 5 source=3371930#page1.tif source=3371930#page2.tif source=3371930#page3.tif source=3371930#page4.tif source=3371930#page5.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of December 4, 2012, by SPECTRALINK CORPORATION ("Grantor"), in favor of BANK OF MONTREAL (the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, dated as of December 4, 2012, by and among Holdings (as defined therein), Grantor, the Secured Party and certain other parties (the "Security Agreement"), Grantor granted to Secured Party a security interest in certain of Grantor's assets.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARKS. Grantor hereby grants to the Secured Party a security interest in all of Grantor's right, title and interest in, to and under the trademarks registrations and applications for registrations of trademark set forth on Schedule I attached hereto, together with all goodwill symbolized thereby.

3. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

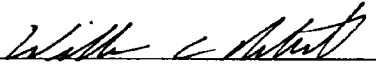
4. RECORDATION. Grantor authorizes and requests the Commissioner of Trademarks to record this Trademark Security Agreement at the United States Patent and Trademark Office.

Remainder of page intentionally left blank; signature page follows.

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

GRANTOR:

SPECTRALINK CORPORATION

By: 

Name: William C. Robertson

Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED
BY SECURED PARTY:

BANK OF MONTREAL

By:

Name:

Title:

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

GRANTOR:

SPECTRALINK CORPORATION

By: _____

Name: William C. Robertson

Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED
BY SECURED PARTY:

BANK OF MONTREAL

By: _____

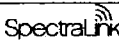
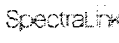
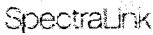
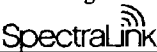


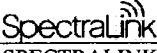

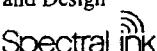
Name: **Brett Sanchez**

Title: **Director**

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SCHEDULE I

Mark Name	Country	Status	App No.	Application Date	Registration No.	Registration Date	International Classes
SPECTRALINK	United States	Registered	78/440,928	06/24/2004	2,994,870	09/13/2005	9
SPECTRALINK	United States	Registered	74/115,982	11/15/1990	1,851,886	08/30/1994	9
	United States	Registered	78/722,142	09/28/2005	3,164,996	10/31/2006	9
	United States	Registered	78722,109	09/28/2005	3,164,995	10/31/2006	9
SPECTRALINK	Argentina	Registered	2648395	2/1/2006	2154200	4/24/2007	9
SPECTRALINK and Design 	Argentina	Registered	2648394	2/1/2006	2154199	4/24/2007	9
SPECTRALINK	Australia	Registered	884862	8/3/2001	884862	3/15/2012	9, 35
SPECTRALINK	Brazil	Registered	828118124	1/27/2006	828118124	3/18/2008	9
SPECTRALINK and Design 	Brazil	Registered	828118108	1/27/2006	828118108	8/12/2008	9
SPECTRALINK	Canada	Registered	1294128	3/17/2006	TMA756070	12/29/2009	
SPECTRALINK and Design 	Canada	Registered	1294238	3/20/2006	TMA716207	6/8/2008	
SPECTRALINK	Chile	Registered	718795	1/30/2006	763337	7/26/2006	9
SPECTRALINK and Design 	Chile	Registered	718794	1/30/2006	763338	7/26/2006	9
SPECTRALINK	India	Pending	1417123	1/27/2006			9
SPECTRALINK and Design 	India	Pending	1417121	1/27/2006			9
SPECTRALINK	International Registration	Registered			879353	1/25/2006	9
SPECTRALINK and Design 	International Registration	Registered			879351	1/25/2006	9
SPECTRALINK	Mexico	Registered	773016	3/20/2006	955887	9/28/2006	9
SPECTRALINK and Design 	Mexico	Registered	773017	3/20/2006	964009	11/28/2006	9
SPECTRALINK	Taiwan	Registered	095004813	1/27/2006	1225703	9/1/2006	9
SPECTRALINK and Design	Taiwan	Registered	095005383	2/7/2006	1228362	9/16/2006	9

SpectraLink							
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