

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IPC SYSTEMS, INC.		10/23/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as COLLATERAL AGENT		
Street Address:	10 S. DEARBORN		
Internal Address:	7TH FLOOR		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85979312	BLUE WAVE	
Serial Number:	85463954	CONNEXUS	
Serial Number:	85251166	UNIGY	
Serial Number:	85207866	TRANSFORM TRADING WORKFLOW	
Serial Number:	85105084	UNIGY	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		

OP \$140.00 85979312

ATTORNEY DOCKET NUMBER:	CRS1-38997
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	11/04/2013
Total Attachments: 6 source=38997#page1.tif source=38997#page2.tif source=38997#page3.tif source=38997#page4.tif source=38997#page5.tif source=38997#page6.tif	

FIRST SUPPLEMENTAL SECOND LIEN TRADEMARK SECURITY AGREEMENT

FIRST SUPPLEMENTAL SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 23, 2013 (as amended, restated, supplemented or otherwise modified from time to time, this "First Supplemental Trademark Security Agreement"), is made by and among IPC Systems, Inc., a Delaware corporation (the "Company") in favor of GOLDMAN SACHS CREDIT PARTNERS L.P. ("GSCP"), as collateral agent (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Company and IPC Systems Holding Corp., a Delaware corporation, have entered into a Second Lien Credit Agreement, dated as of May 31, 2007, as amended on November 28, 2008 (as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the lending institutions from time to time parties thereto (the "Lenders"), GSCP as Administrative Agent and Collateral Agent, JPMorgan Chase Bank, N.A. and UBS Securities LLC, as Co-Syndication Agents, and CIT Lending Services Corporation and Fortis Capital Corp., as Co-Documentation Agents, pursuant to which the Lenders have severally agreed to make Loans to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, it is a condition precedent to the obligation of the Lenders and the Letter of Credit Issuer to make their respective Extensions of Credit to the Company under the Credit Agreement that the Grantors shall have executed and delivered the Second Lien Security Agreement, dated as of May 31, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent for the ratable benefit of the Secured Parties; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed to execute this First Supplemental Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in Security Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations, the Company hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of its right, title and interest in and to the Trademarks, including, without limitation, those items listed on Schedule I hereto. The security interest granted hereby has been granted by the Lenders in connection with

the Credit Agreement and the Security Agreement and is expressly subject to the terms and conditions thereof.

SECTION 1. SECTION 3. Recordation. This First Supplemental Trademark Security Agreement has been executed and delivered by the Company for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Company authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this First Supplemental Trademark Security Agreement.

SECTION 2. SECTION 4. Execution in Counterparts. This First Supplemental Trademark Security Agreement may be executed in any number of counterparts (including by facsimile or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 3. SECTION 5. Governing Law. This First Supplemental Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


SECTION 4. SECTION 6. Conflict Provision. This First Supplemental Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement, the terms and provisions of which (including the rights and remedies of each party hereto provided for therein) are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this First Supplemental Trademark Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each of the undersigned has caused this First Supplemental Trademark Security Agreement to be duly executed and delivered as of the date first above written.

IPC SYSTEMS, INC.,

by


Name: JOHN MCCARTHY
Title: SVP, SECRETARY

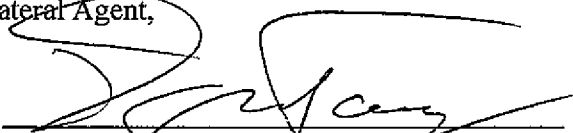
[SIGNATURE PAGE TO IPC FIRST SUPPLEMENTAL SECOND LIEN TRADEMARK SECURITY AGREEMENT]

[[3432583]]

TRADEMARK
REEL: 005146 FRAME: 0688

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent,

by



Name: **Douglas Tansey**
Title: **Authorized Signatory**

[SIGNATURE PAGE TO IPC FIRST SUPPLEMENTAL SECOND LIEN TRADEMARK SECURITY AGREEMENT]

[[3432583]]

TRADEMARK
REEL: 005146 FRAME: 0689

Schedule I

U.S. Trademark Registrations

None.

U.S. Trademark Applications

Registered Owner	Appl. No.	Trademark Name	Registration Date
IPC Systems, Inc.	85/979312	BLUE WAVE	June 25, 2013
IPC Systems, Inc.	85/463954	CONNEXUS	July 30, 2013
IPC Systems, Inc.	85/251166	UNIGY	September 23, 2013
IPC Systems, Inc.	85/207866	TRANSFORM TRADING WORKFLOW	July 31, 2012
IPC Systems, Inc.	85/105084	UNIGY	May 29, 2012