

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM305418

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks - First Lien		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A.		05/08/2014	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IPC Systems, Inc.		
<b>Street Address:</b>	3 Second Street Plaza 10, 15th Floor		
<b>City:</b>	Jersey City		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07311		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85979312	BLUE WAVE	
<b>Serial Number:</b>	85463954	CONNEXUS	
<b>Serial Number:</b>	85251166	UNIGY	
<b>Serial Number:</b>	85207866	TRANSFORM TRADING WORKFLOW	
<b>Serial Number:</b>	85105084	UNIGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(212) 455-3605		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Genevieve Dorment, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	047130/0009		
<b>NAME OF SUBMITTER:</b>	Genevieve Dorment		
<b>SIGNATURE:</b>	/gd/		
<b>DATE SIGNED:</b>	05/22/2014		

CH \$140.00 85979312

**Total Attachments: 4**

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RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of May 8, 2014 (this “Release”), by JPMorgan Chase Bank, N.A. (“JPMCB”) as collateral agent (in such capacity, the “Collateral Agent”) in favor of IPC Systems, Inc., a Delaware corporation (the “Grantor”). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable, referred to below.

A. Reference is made to (i) the First Lien Credit Agreement, dated as of May 31, 2007, as amended by the Amended and Restated First Lien Credit Agreement, dated as of May 7, 2012, as further amended by the First Refinancing Amendment dated as of October 4, 2012 (and as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among from time to time, the Grantor, TSW Netherlands Holdings C.V., a limited partnership (*commanditaire vennootschap*) organized under the laws of the Netherlands and an indirect wholly owned Subsidiary of the Grantor (together with the Grantor, the “Borrowers”), the lending institutions from time to time parties thereto (the “Lenders”), JPMCB, as Administrative Agent and Collateral Agent, Goldman Sachs Credit Partners L.P. and UBS Securities LLC, as Co-Syndication Agents, and CIT Lending Services Corporation and Fortis Capital Corp., as Co-Documentation Agents, (ii) the First Lien Security Agreement, dated as of May 31, 2007 (as amended, restated, supplemented or otherwise modified from time to time) among the Grantor, IPC Systems Holdings Corp. (f.k.a. Trader Acquisition Corp.), a Delaware corporation, the Subsidiary Grantors and JPMCB, as Collateral Agent for the benefit of the Secured Parties (the “Security Agreement”), and (iii) the First Supplemental First Lien Trademark Security Agreement, dated as of October 23, 2013 (as amended, restated, supplemented or otherwise modified from time to time) between the Grantor and JPMCB, as Collateral Agent for the benefit of the Secured Parties (the “Trademark Security Agreement”).

B. Pursuant to the Security Agreement, the Grantor granted to JPMCB, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Grantor in, among other things, the Trademarks set forth on Schedule I hereto (the “Trademark Collateral”), and pursuant to the Trademark Security Agreement, such security interest was recorded with the United States Patent & Trademark Office on November 4, 2013 at Reel/Frame 5145/0643.

C. Pursuant to the Payoff Letter dated as of May 8, 2014, among JPMCB and the Borrowers, JPMCB agreed to release any and all interests it may have in the Trademark Collateral.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JPMCB, on behalf of the Secured Parties, does hereby terminate, release, relinquish and discharge its security interest in the Trademark Collateral and any right, title or interest it has in the Trademark Collateral

shall hereby cease and become void. This Release is made without representation or warranty by, or recourse to, JPMCB or any other Secured Party.


JPMCB hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to affect the release of the security interest contemplated hereby.

THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH  
AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as  
Collateral Agent

By   
Name: Ann B. Kerns  
Title: Vice President

[Signature Page to Release of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 005285 FRAME: 0539**

SCHEDULE I

U.S. Trademark Registrations

*None.*

U.S. Trademark Applications

<u>Registered Owner</u>	<u>Appl. No.</u>	<u>Trademark Name</u>	<u>Registration Date</u>
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