

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309821

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERTICAL COMMUNICATIONS, INC.		07/03/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	4301 Hacienda Drive, Suite 210		
City:	Pleasanton		
State/Country:	CALIFORNIA		
Postal Code:	94588		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	1734473	ARTISOFT	
Registration Number:	1697486	COMDIAL	
Registration Number:	1085372	COMDIAL	
Registration Number:	2647790	CORPORATE CALL	
Registration Number:	2097118	CORPORATE OFFICE	
Registration Number:	1912304	QUICKQ	
Registration Number:	3441313	RANGER CORDLESS TELEPHONE	
Registration Number:	3458657	RANGER SS CORDLESS TELEPHONE	
Registration Number:	3530498	SBX IP 320	
Registration Number:	1406614	STARPLUS	
Registration Number:	2099977	DHS	
Registration Number:	3452384	TELEVANTAGE	
Registration Number:	3248702	VERTICAL COMMUNICATIONS	
Registration Number:	3472769	VERTICAL WAVE	
Registration Number:	3456849	VERTICAL WAVE VIEWPOINT	
Registration Number:	2014951	VODAVI	
Registration Number:	3448119	WAVE IP 2500	
Registration Number:	2856352	XTS	
Registration Number:	4184479	MBX IP	
TRADEMARK			

OP \$565.00 1734473

Property Type	Number	Word Mark
Registration Number:	4177235	SBX IP
Serial Number:	86018764	BUSINESS IN MOTION
Serial Number:	86255115	CRMLINK

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F150611
NAME OF SUBMITTER:	Janet S. Wamsley
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	07/07/2014

Total Attachments: 9

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of July 3, 2014 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 4301 Hacienda Drive, Suite 210, Pleasanton, CA 94588 ("Bank") and **VERTICAL COMMUNICATIONS, INC.**, a Delaware corporation, with its principal place of business located at 3940 Freedom Circle, Santa Clara, California 95054 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, Vertical Communications HoldCo, Inc., a Delaware corporation, and Fulton Communications, Inc., a Georgia corporation (together with Grantor, jointly and severally, individually and collectively "Borrower") (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Borrower and Grantor dated as of the date hereof (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 Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank.

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 Borrower's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower's obligations to Bank, 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the

laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

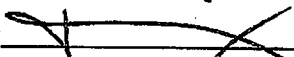
7. Amended and Restated Agreement. This Agreement amends and restates, and replaces, that certain Intellectual Property Security Agreement dated as of February 27, 2009, between Grantor and Bank, as amended.


[Signature page follows.]

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

GRANTOR:

VERTICAL COMMUNICATIONS, INC.

By:  , Peter A. Bailey

Title: CEO 

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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

GRANTOR:

VERTICAL COMMUNICATIONS, INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: 

Title: VICE PRESIDENT

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Tech talk: evolution of a LAN; LANtastic software; LANtastic & 3 other titles.	V3576D258	March 13, 2009
Tech talk: evolution of a LAN; LANtastic software; LANtastic & 3 other titles.	V3553D831	June 20, 2007
Tech talk: evolution of a LAN; LANtastic software; LANtastic & 3 other titles.	V3544D363	October 23, 2006
Buble Boy Industries.	VA0000384629	July 12, 1989
Enterprise developer's toolkit	V3532D869	December 7, 2005
Enterprise developer's toolkit	V3553D832	June 20, 2007
Enterprise developer's toolkit	V3572D312	March 13, 2009
Paradygm configurator program.	TX0004625955	September 22, 1997

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ARTISOFT	1734473	November 24, 1992
COMDIAL	1697486	June 30, 1992
COMDIAL	1085372	February 14, 1978
CORPORATE CALL	2647790	November 12, 2002
CORPORATE OFFICE	2097118	September 16, 1997
QUICKQ	1912304	August 15, 1995
RANGER CORDLESS TELEPHONE	3441313	June 3, 2008
RANGER SS CORDLESS TELEPHONE	3458657	July 1, 2008
SBX IP 320	3530498	November 11, 2008
STARPLUS	1406614	August 26, 1986
DHS	2099977	September 23, 1997
TELEVANTAGE	3452384	June 24, 2008
VERTICAL COMMUNICATIONS	3248702	May 29, 2007
VERTICAL WAVE	3472769	July 22, 2008
VERTICAL WAVE VIEWPOINT	3456849	July 1, 2008
VODAVI	2014951	November 12, 1996
WAVE IP 2500	3448119	June 17, 2008
XTS	2856352	June 22, 2004
MBX IP	4184479	July 31, 2012
SBX IP	4177235	July 17, 2012
BUSINESS IN MOTION	86018764	July 24, 2013
CRMLINK	86255115	April 17, 2014

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

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