

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328757

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Movius Interactive Corporation	FORMERLY IP Unity Glenayre, Inc.	12/17/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	MASSACHUSETTS		
Postal Code:	95054		
Entity Type:	Banking Company: MASSACHUSETTS		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3080908	MEREON	
Registration Number:	1326326	CONSTANT TOUCH	
Registration Number:	2127511	CONSTANT TOUCH	
Registration Number:	1985442	GLENAYRE	
Registration Number:	1772814	GLENAYRE	
Registration Number:	3399312	VERSERA ICE	
Registration Number:	3800006	MOVIUS	
Registration Number:	3880277	MOVIUS	
Registration Number:	3886655	MOVIUS	
Registration Number:	3897595	I	
CORRESPONDENCE DATA			
Fax Number:	6175024714		
<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>			
Phone:	6172484714		
Email:	mwright@choate.com		
Correspondent Name:	Melissa Wright, Choate, Hall & Stewart L		
Address Line 1:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		

OP \$265.00 3080908

ATTORNEY DOCKET NUMBER:	2010067-0002
NAME OF SUBMITTER:	Melissa Schwab Wright
SIGNATURE:	/s/ Melissa Schwab Wright
DATE SIGNED:	01/13/2015

Total Attachments: 8

source=A&R IPSA#page1.tif

source=A&R IPSA#page2.tif

source=A&R IPSA#page3.tif

source=A&R IPSA#page4.tif

source=A&R IPSA#page5.tif

source=A&R IPSA#page6.tif

source=A&R IPSA#page7.tif

source=A&R IPSA#page8.tif

**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement is entered into as of December 17, 2014 by and between SILICON VALLEY BANK ("Bank") and MOVIUS INTERACTIVE CORPORATION, formerly known as IP Unity Glenayre, Inc., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor, dated as of June 28, 2007 (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).

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.

C. Grantor previously entered into an Intellectual Property Security Agreement, dated as of June 28, 2007 (as amended, modified or supplemented from time to time, the "Original IP Security Agreement"), whereby Grantor granted to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

D. Bank is willing to continue to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain additional Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement and shall amend and restate the Original IP Security Agreement as more fully set forth herein.

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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement

suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including a Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property in which Grantor has an interest. Grantor shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, the intellectual property rights listed on such exhibits. From time to time hereafter, Grantor shall register on an expedited basis such additional intellectual property developed or acquired by Grantor in connection with any product prior to the sale or licensing of such product to any third party or inclusion of such product in any other product sold or licensed to any third party.


[Signature page to follow]

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:

Address of Grantor:
11360 Lakefield Drive
Duluth, GA 30097

MOVIUS INTERACTIVE CORPORATION

By: 
Name: STACY KILGORE
Title: CHIEF FINANCIAL OFFICER

BANK:

Address of Bank:
3003 Tasman Drive
Santa Clara, CA 95054

SILICON VALLEY BANK

By: _____
Name:
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:

Address of Grantor:
11360 Lakefield Drive
Duluth, GA 30097

MOVIUS INTERACTIVE CORPORATION

By: _____
Name:
Title:

BANK:

Address of Bank:
3003 Tasman Drive
Santa Clara, CA 95054

SILICON VALLEY BANK


By: 
Name: LYNN HOLMES
Title: VICE PRESIDENT

EXHIBIT A
Copyrights

Description

Registration
Number

Registration
Date

n/a

n/a


n/a

EXHIBIT B
Patents

Description	Registration/ Application Number	Registration/ Application Date
Virtual subscriber service	8,605,870	12/10/2013
System and method for message storage assurance in a geographically distributed voice messaging system	8,363,795	01/29/2013
Telephony protocol server and telephony protocol client in a distributed IP architecture telecommunications system	8,363,637	01/29/2013
Integrated voice navigation system and method	8,145,495	03/27/2012
Video mail and content playback control with cellular handset	8,112,778	03/27/2012
Enhanced colorful ring-back tone by mixing content streams in real time	8,107,614	01/31/2012
Provision of messaging services from a video messaging system for video compatible and non-video compatible equipment	8,086,172	12/27/2011
Signed message based application generation and delivery	8,040,880	10/18/2011
Audio chunking	8,036,350	10/11/2011
Auto block and auto discovery in a distributed communication system	7,970,109	06/28/2011
Employing VXML to provide enhanced voicemail system	7,970,106	06/28/2011
Servlet model for media rich applications	7,865,607	01/04/2011
Integrated voice navigation system and method	7,797,159	09/14/2010
Distributed telecommunications architecture providing redundant gateways and IP device integration	7,701,929	04/20/2010
Distributed IP architecture for telecommunications system with video mail	7,636,348	12/22/2009
Auto block and auto discovery in a distributed communication system	7,561,678	07/14/2009
World wide web access for voice mail and page	7,457,876	11/25/2008
Method and system for switching among independent packetized audio streams	7,161,939	01/09/2007
Method and system for direct access to web content via a telephone	7,016,348	03/21/2006
Voice mail message repositioning device	7,065,182	06/20/2006
Method and system for providing media services	6,947,417	09/20/2005
World Wide Web access for voice mail and page	6,938,074	08/30/2005

Description	Registration/ Application Number	Registration/ Application Date
Method and system for distributed conference bridge processing	6,847,618	01/25/2005
World wide web access for voice mail and page	6,421,708	07/16/2002
Distributable customizable voicemail system	7,231,021	06/12/2007

EXHIBIT C
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MEREON	3,080,908	04/11/2006
Constant Touch	1,326,326	03/19/1985
Constant Touch	2,127,511	01/06/1998
Glenayre	1,985,442	07/09/1996
Glenayre	1,772,814	05/25/1993
VERSERA ICE	3,399,312	03/18/2008
MOVIUS	3,800,006	06/8/2010
MOVIUS	3,880,277	11/23/2010
MOVIUS	3,886,655	12/07/2010
	3,897,595	12/28/2010