

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM331649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IPC Systems, Inc.		02/06/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as collateral agent		
Street Address:	745 Seventh Avenue, 27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1430084	TRADENET	
Registration Number:	2777428	IPC	
Registration Number:	3341474	IQ/MAX	
Registration Number:	3568502	MAXACCESS 1000	
Registration Number:	3618187	IPC	
Registration Number:	3690541	TRADECARE	
Registration Number:	3790603	NEXUS SUITE	
Registration Number:	4150814	UNIGY	
Registration Number:	4183967	TRANSFORM TRADING WORKFLOW	
Registration Number:	4317633	UNIGY	
Registration Number:	4359372	BLUE WAVE	
Registration Number:	4377155	CONNEXUS	
Registration Number:	4659870	BLUE WAVE	
Serial Number:	85857428	UNIGY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	marina.kelly@thomsonreuters.com		

OP \$365.00 1430084

Correspondent Name: Elaine Carrera, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: c/o Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	02/10/2015

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of February 6, 2015 (this "Agreement"), among IPC SYSTEMS, INC., a Delaware corporation (the "Grantor") and BARCLAYS BANK PLC, as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the First Lien Credit Agreement dated as of February 6, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), IVY ACQUISITION HOLDINGS INC., a Delaware corporation ("Initial Holdings"), IVY ACQUISITION SUB INC., a Delaware corporation (to be merged with and into IPC CORP., a Delaware corporation) (the "Borrower"), the Lenders party thereto and Barclays Bank PLC, as Administrative Agent and as Collateral Agent and (b) the First Lien Collateral Agreement dated as of February 6, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Initial Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing

the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.


IPC SYSTEMS, INC., as Grantor

By: _____

Name: John McSherry

Title: Senior Vice President and Secretary

BARCLAYS BANK PLC, as Collateral Agent

By: _____

Name: Christine Aharonian

Title: Vice President

Schedule I
TRADEMARKS

Trademark Registrations

Title	Reg. No.	Current Owner
TRADENET	1430084	IPC Systems, Inc.
IPC	2777428	IPC Systems, Inc.
IQ/MAX	3341474	IPC Systems, Inc.
MAXACCESS 1000	3568502	IPC Systems, Inc.
IPC & DESIGN	3618187	IPC Systems, Inc.
TRADECARE	3690541	IPC Systems, Inc.
NEXUS SUITE	3790603	IPC Systems, Inc.
UNIGY	4150814	IPC Systems, Inc.
TRANSFORM TRADING WORKFLOW	4183967	IPC Systems, Inc.
UNIGY & DESIGN	4317633	IPC Systems, Inc.
BLUE WAVE	4359372	IPC Systems, Inc.
CONNEXUS	4377155	IPC Systems, Inc.
BLUE WAVE	4659870	IPC Systems, Inc.

Trademark Applications

Title	App. No.	Current Owner
UNIGY & DESIGN	85/857428	IPC Systems, Inc.