

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM370543

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IPC Systems, Inc.		01/26/2016	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Highbridge Principal Strategies, LLC		
<b>Street Address:</b>	40 West 57th Street - 33rd Floor		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1430084	TRADENET	
<b>Registration Number:</b>	2777428	IPC	
<b>Registration Number:</b>	3341474	IQ/MAX	
<b>Registration Number:</b>	3568502	MAXACCESS 1000	
<b>Registration Number:</b>	3618187	IPC	
<b>Registration Number:</b>	3690541	TRADECARE	
<b>Registration Number:</b>	3790603	NEXUS SUITE	
<b>Registration Number:</b>	4150814	UNIGY	
<b>Registration Number:</b>	4183967	TRANSFORM TRADING WORKFLOW	
<b>Registration Number:</b>	4317633	UNIGY	
<b>Registration Number:</b>	4359372	BLUE WAVE	
<b>Registration Number:</b>	4377155	CONNEXUS	
<b>Registration Number:</b>	4659870	BLUE WAVE	
<b>Serial Number:</b>	85857428	UNIGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	CYOUNGBLOOD@MILBANK.COM		

CH \$365.00 1430084

**Correspondent Name:** LYLE GREENBERG  
**Address Line 1:** 28 LIBERTY STREET  
**Address Line 4:** NEW YORK, NEW YORK 10005

**ATTORNEY DOCKET NUMBER:** 34408.02200

**NAME OF SUBMITTER:** Lyle Greenberg

**SIGNATURE:** /Lyle Greenberg/

**DATE SIGNED:** 01/26/2016

**Total Attachments: 5**

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## FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of January 26, 2016 (this "Agreement"), among IPC Systems, Inc. (the "Grantor") and HIGHBRIDGE PRINCIPAL STRATEGIES, LLC, as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Note Purchase Agreement dated as of January 26, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), among IVY ACQUISITION HOLDINGS INC., a Delaware corporation ("Initial Holdings"), IPC CORP., a Delaware corporation (the "Issuer"), the Purchasers party thereto and Highbridge Principal Strategies, LLC, as Purchaser Representative and as Collateral Agent and (b) the First Lien Collateral Agreement dated as of January 26, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Initial Holdings, the Issuer, the other grantors from time to time party thereto and the Collateral Agent. The Purchasers have agreed to purchase the Notes issued by the Issuer subject to the terms and conditions set forth in the Note Purchase Agreement. The Grantor is an Affiliate of the Issuer and is willing to execute and deliver this Agreement as consideration for Notes previously purchased. 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 Note Purchase 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.

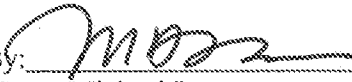
**IPC SYSTEMS, INC., as Grantor**

By: 

Name: Darren Alfano

Title: Vice President

HIGHBRIDGE PRINCIPAL STRATEGIES, LLC, as  
Collateral Agent

By: 

Name: Michael Patterson

Title: Managing Director

## **Schedule I**

### TRADEMARKS

#### Trademark Registrations

<b>Title</b>	<b>Reg. No.</b>	<b>Current Owner</b>
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

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