

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587510

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC as the Existing Agent		07/17/2020	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC as Successor Agent		
Street Address:	225 W. Washington Street, Suite 2100		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1430084	TRADENET	
Registration Number:	2777428	IPC	
Registration Number:	3568502	MAXACCESS 1000	
Registration Number:	3690541	TRADECARE	
Registration Number:	4150814	UNIGY	
Registration Number:	4183967	TRANSFORM TRADING WORKFLOW	
Registration Number:	4359372	BLUE WAVE	
Registration Number:	4377155	CONNEXUS	
Registration Number:	4659870	BLUE WAVE	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<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:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Chandler Stephens		
Address Line 1:	2200 Ross Avenue, Suite 3600		
Address Line 2:	Norton Rose Fulbright US LLP		
Address Line 4:	Dallas, TEXAS 75201-7932		

OP \$240.00 1430084

ATTORNEY DOCKET NUMBER:	1001097597
NAME OF SUBMITTER:	Chris R. Andersen
SIGNATURE:	/Chris R Andersen/
DATE SIGNED:	07/20/2020

Total Attachments: 14

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**ASSIGNMENT OF AND AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENTS**

1. This ASSIGNMENT OF AND AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENTS (this "Agreement") dated as of July 17, 2020, is by and among BARCLAYS BANK PLC ("Barclays") as the existing Administrative Agent and Collateral Agent under the Credit Agreement (in such capacities, the "Existing Agent"), CORTLAND CAPITAL MARKET SERVICES LLC, a Delaware limited liability company ("Cortland", or "Successor Agent"), and IPC SYSTEMS INC., a Delaware corporation ("Grantor"). Capitalized terms used and not defined herein shall have the meanings assigned to such terms in the Credit Agreement (defined below), the other Loan Documents (defined in Credit Agreement) and the IP Security Agreements (defined below).

WHEREAS, the Existing Agent was Administrative Agent and Collateral Agent under that certain Second Lien Credit Agreement, dated as of February 6, 2015, as amended by Amendments No. 1, dated as of August 5, 2019, as amended by Amendment No. 2, dated as of September 4, 2019, as amended by Amendment No. 3, dated as of October 11, 2019 and as amended by Amendment No. 4, dated as of November 5, 2019 (as amended and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement"), entered into by and among IPC CORP. ("Borrower"), IVY Acquisition Holdings Inc. ("Holdings"), Barclays, and the Lenders parties thereto;

WHEREAS, Barclays, as Existing Agent, is the holder of certain security interests in the intellectual property included in the Collateral (the "IP Collateral"), such security interests having been granted or assigned to Barclays from time to time pursuant to that certain Second Lien Collateral Agreement, dated February 6, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), entered into by and among Holdings, Borrower, Grantor, the other grantors from time to time party thereto and the Existing Agent, and those certain security agreements identified on Schedule 1 (the "IP Security Agreements");

WHEREAS, pursuant to the Fifth Amendment, Resignation, Consent and Appointment Agreement dated as of July 17, 2020 ("2020 Resignation Agreement"), (i) Barclays resigned as Administrative Agent and Collateral Agent, and Cortland was appointed as successor Administrative Agent and Collateral Agent, (ii) Barclays assigned to Cortland each of the security interests and Liens granted to Barclays under the Loan Documents, and (iii) the Loan Documents were amended to replace all references to Barclays, as Administrative Agent or Collateral Agent under the Loan Documents with references to Cortland;

WHEREAS, in connection with the 2020 Resignation Agreement, Barclays desires to assign all of its security interest and Liens granted in and to the IP Collateral arising under the Loan Documents and the IP Security Agreements to Cortland; and

WHEREAS, Grantor is an Affiliate of Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made.

NOW, THEREFORE, in consideration of the mutual and dependent promises and undertakings set forth herein, for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the parties hereto hereby covenant and agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated into this Agreement as if fully set forth herein.
2. Assignment. Pursuant to the 2020 Resignation Agreement, the Existing Agent hereby irrevocably transfers, assigns, grants, and conveys, without any representation, warranty or recourse, to the Successor Agent all of the Existing Agent's security interest and Liens granted in and to the IP Collateral arising under the Loan Documents, including, without limitation, the IP Collateral identified on Schedules 2-4 hereto, the IP Security Agreements, and all security interest filings and notices relating to the IP Collateral associated with the Loan Documents, together with any rider, addendum, exhibit, schedule and attachment thereto.
3. Amendment. Each reference in the IP Security Agreements to "Barclays Bank PLC" and "Barclays" is hereby deleted and replaced with "Cortland Capital Market Services LLC" and "Cortland", respectively.
4. Grant of Security Interest. To the extent not already granted by the IP Security Agreements, as security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Successor 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 patents and patent applications, trademark registrations and applications, and copyright registrations and applications listed on Schedules 2-4 hereto, excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications.
5. Collateral Agreement. The Security Interest granted to and assumed by the Successor 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 IP 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.
6. Cooperation. The parties hereto hereby authorize the Successor Agent to record this Agreement causing Cortland to become the secured party and the Collateral Agent under the IP Security Agreements as amended hereby. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials to record and register this Agreement upon request by the Collateral Agent.
7. Successors and Assigns. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
8. No Novation. The parties hereto agree that this Agreement shall not constitute an amendment to any of the Loan Documents and shall not constitute a novation in any manner whatsoever.


9. Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and it shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart. Delivery of an executed counterpart of this Agreement by facsimile or other electronic imaging means shall be effective as an original.

10. Governing Law. This Agreement shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the following have executed this ASSIGNMENT OF AND AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENTS on the date first above written.

CORTLAND CAPITAL MARKET SERVICES LLC
as Successor Agent

By: 
Name: _____
Title: Winnalynn N. Kantaris
Associate General Counsel

BARCLAYS BANK PLC,
as Existing Agent

By: _____
Name: _____
Title: _____

IPC SYSTEMS INC.
as the Grantor

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the following have executed this ASSIGNMENT OF AND AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENTS on the date first above written.

CORTLAND CAPITAL MARKET SERVICES LLC
as Successor Agent

By: _____
Name: _____
Title: _____

BARCLAYS BANK PLC,
as Existing Agent

By: _____
Name: Andrew Adams
Title: vice President

IPC SYSTEMS INC.
as the Grantor

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the following have executed this ASSIGNMENT OF AND AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENTS on the date first above written.

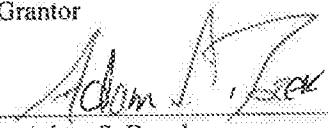
CORTLAND CAPITAL MARKET SERVICES LLC
as Successor Agent

By: _____
Name: _____
Title: _____

BARCLAYS BANK PLC,
as Existing Agent

By: _____
Name: _____
Title: _____

IPC SYSTEMS, INC.
as the Grantor

By:  _____
Name: Adam S. Bozek
Title: Vice President

Signature page to Assignment of and Amendment to Intellectual Property Security Agreements

Schedule 1

IP SECURITY AGREEMENTS

1. Second Lien Patent Security Agreement dated February 6, 2015 by IPC Systems, Inc. in favor of Barclays Bank PLC
 - Recorded February 11, 2015 at Reel 034954 Frame 0604
2. Supplement No 1 to the Second Lien Patent Security Agreement dated January 26, 2016 by IPC Systems, Inc. in favor of Barclays Bank PLC
 - Recorded January 27, 2016 at Reel 037603 Frame 0242
3. Supplement No 2 to the Second Lien Patent Security Agreement dated March 12, 2018 by IPC Systems, Inc. in favor of Barclays Bank PLC
 - Recorded March 12, 2018 at Reel 045567 Frame 0320
4. Supplement No 2 to the Second Lien Patent Security Agreement dated August 1, 2019 by IPC Systems, Inc. in favor of Barclays Bank PLC
 - Recorded on August 2, 2019 at Reel 049945 Frame 0414
5. Second Lien Copyright Security Agreement dated February 6, 2015 by IPC Systems, Inc. in favor of Barclays Bank PLC
 - Recorded February 13, 2015 at Volume V9923 D075
6. Supplement No. 1 to the Second Lien Copyright Security Agreement dated April 6, 2015 by IPC Systems, Inc. in favor of Barclays Bank PLC
 - Recorded April 9, 2015 at Volume V9921 D721
7. Supplement No. 2 to the Second Lien Copyright Security Agreement dated January 26, 2016 by IPC Systems, Inc. in favor of Barclays Bank PLC
 - Recorded January 29, 2016 at Volume V9934 D196
8. Supplement No. 3 to the Second Lien Copyright Security Agreement dated August 1, 2019 by IPC Systems, Inc. in favor of Barclays Bank PLC
 - Submitted for Recordation August 6, 2019 Receipt No. 1-3NICY5S
9. Second Lien Trademark Security Agreement dated February 6, 2015 by IPC Systems, Inc. in favor of Barclays Bank PLC
 - Recorded February 11, 2015 at Reel 5458 Frame 0044

Schedule 2

UNITED STATES PATENTS AND PATENT APPLICATIONS

Reel/Frame 034954/0604

Title	App No./ Reg. No.	Current Owner
Protocol agnostic notification system	8832304	IPC Systems, Inc.
User interface displaying communication information	8805714	IPC Systems, Inc.
Muting audio in turret switching systems	8767942	IPC Systems, Inc.
Systems, methods, and computer program products for providing a manual ring-down communication line using session initiation protocol	8599834	IPC Systems, Inc.
Test system for voice communications systems	8594278	IPC Systems, Inc.
Systems, methods, apparatus and computer program products for networking trading turret systems using SIP	8570853	IPC Systems, Inc.
Converged desktop between a PC and a trading turret	8451222	IPC Systems, Inc.
Session initiation protocol extensions for call control and resource status monitoring in turrets and turret switching systems	8363572	IPC Systems, Inc.
Systems, methods, apparatus and computer program products for sharing resources between turret systems and PBXS using SIP	8290138	IPC Systems, Inc.
Software based trading turret	8189566	IPC Systems, Inc.
System, method and apparatus for recording and reproducing trading communications	7904056	IPC Systems, Inc.
User interface displaying filtered information	9805094	IPC Systems, Inc.
Sentiment analysis	9208502	IPC Systems, Inc.
Communication services and application launch tool	9191517	IPC Systems, Inc.

Reel/Frame 037603/0242

Title	App No./ Reg. No.	Current Owner
<u>Call interface control</u>	<u>62/181629</u>	<u>IPC Systems, Inc.</u>

Reel/Frame 045567/0320 and 049945/0414

Title	App No./ Reg. No.	Current Owner
Systems, methods and computer program products for performing call swap	10031717	IPC Systems, Inc.
Systems, methods and computer program products for performing call swap	10261751	IPC Systems, Inc.
Systems, methods and computer program products for controlling the audio levels of multiple simultaneous communication channels	15/139,661	IPC Systems, Inc.
User interface displaying filtered information	15/718,383	IPC Systems, Inc.
Systems, methods and computer program products for performing call swap	10545722	IPC Systems, Inc.

Schedule 3

TRADEMARKS

Reel/Frame 5458/0044

A. U.S. FEDERAL REGISTRATIONS AND APPLICATIONS

Title	App No./Reg. No.	Current Owner
TRADENET	1430084	IPC Systems, Inc.
IPC	2777428	IPC Systems, Inc.
MAXACCESS 1000	3568502	IPC Systems, Inc.
TRADECARE	3690541	IPC Systems, Inc.
UNIGY	4150814	IPC Systems, Inc.
TRANSFORM TRADING WORKFLOW	4183967	IPC Systems, Inc.
BLUE WAVE	4359372	IPC Systems, Inc.
CONNEXUS	4377155	IPC Systems, Inc.
BLUE WAVE	4659870	IPC Systems, Inc.
CONNECTING OPPORTUNITIES	86/969334 Intent to Use	IPC Systems, Inc.
IPC and Design	86/969191 Intent to Use	IPC Systems, Inc.
IPC and Design	86/969262 Intent to Use	IPC Systems, Inc.

B. STATE REGISTRATIONS AND APPLICATIONS

None.

Schedule 4

UNITED STATES COPYRIGHTS

Volume 9923 Doc. No. 075

TITLE	APP NO./REG. NO.	OWNER
ESS 2.1	TX0007544555	IPC Systems, Inc.
MaxAccess 2.02.01.00.0003	TX0007544468	IPC Systems, Inc.
Unigy v. 1 GA	TX0007524934	IPC Systems, Inc.
Unigy V1 Patch 01.00.00.07.0026	TX0007546039	IPC Systems, Inc.
Alliance phase 11 : version 11.01.01	TX0006179237	IPC Systems, Inc.
Alliance Phase 1 version 01.02.01	TX0006070333	IPC Systems, Inc.
Alliance phase 10 : version 10.01.04 : source code	TX0005839236	IPC Systems, Inc.
Alliance phase 2 : version 02.02.14	TX0005836917	IPC Systems, Inc.
Alliance phase 2 : version 02.02.18	TX0005836912	IPC Systems, Inc.
Alliance phase 3 : version 03.01.04	TX0005836916	IPC Systems, Inc.
Alliance phase 3 : version 03.01.05	TX0005836911	IPC Systems, Inc.
Alliance phase 5 : version 05.01.03	TX0005787567	IPC Systems, Inc.
Alliance phase 6 : version 06.01.06	TX0005836913	IPC Systems, Inc.
Alliance phase 7 : version 07.01.01	TX0005836915	IPC Systems, Inc.
Alliance phase 7 : version 07.01.02	TX0005836914	IPC Systems, Inc.
Alliance phase 8 : version 08.01.02	TX0005789860	IPC Systems, Inc.
Alliance phase 9 : version 09.01.01	TX0005836910	IPC Systems, Inc.
Alliance Phase 9 version 9.01.02.	TX0005750235	IPC Systems, Inc.
Alliance Phase 2 version 02.02.24.	TX0005750237	IPC Systems, Inc.
Alliance Phase 1 version	TX0005750236	IPC Systems, Inc.

TITLE	APP NO./REG. NO.	OWNER
01.02.01.		
Tradenet MX-Wave 1 : source code	TX0006179235	IPC Systems, Inc.
Tradenet MX-Wave 2 : source code	TX0006179234	IPC Systems, Inc.
Tradenet MX-Wave 3 : source code	TX0006179236	IPC Systems, Inc.
Tradenet MX-Wave 4, version 11.01.23	TX0006097675	IPC Systems, Inc.
Tradenet MX-Wave 4, version 11.02.05	TX0006097676	IPC Systems, Inc.
Tradenet MX Wave 4, version 11.02.06-Ultra	TX0006097674	IPC Systems, Inc.
Tradenet MX Wave 4, version 11.04.02	TX0006097672	IPC Systems, Inc.
Tradenet MX Wave 4, version 11.04.07	TX0006097673	IPC Systems, Inc.
Tradenet MX Wave 4 : version 11.04.11	TX0006097670	IPC Systems, Inc.
Tradenet MX Wave 5 : version 14.01.14	TX0006097671	IPC Systems, Inc.
Alliance 15.03.00 Patch 8	TX0007389006	IPC Systems, Inc.
Alliance 16.01 (Alliance Mx Core)	TX0007443417	IPC Systems, Inc.
Alliance 16.01 (One MS)	TX0007437026	IPC Systems, Inc.
EASe 1.5.0.4	TX0007386795	IPC Systems, Inc.
ESS Version 2.00.00s	TX0007440307	IPC Systems, Inc.
ESS Version 2.00.01-10a	TX0007440010	IPC Systems, Inc.
ESS Version 2.00.01-14b	TX0007439627	IPC Systems, Inc.
Alliance Source Code Version 12.01.02	TX0007315172	IPC Systems, Inc.
Alliance Source Code Version 14.01.03	TX0007315158	IPC Systems, Inc.
Alliance Source Code Version 14.03.07	TX0007315153	IPC Systems, Inc.
Alliance Source Code Version 15.01	TX0007315176	IPC Systems, Inc.
Alliance Source Code Version 15.02	TX0007313425	IPC Systems, Inc.
EASe Version 1.4.0	TX0007315182	IPC Systems, Inc.
EHI Source Code Version	TX0007313432	IPC Systems, Inc.

TITLE	APP NO./REG. NO.	OWNER
3.3.4.73		
Alliance Patch 15.03.00.23.	TX0007887350	IPC Systems, Inc.
IQImpact1.8.8_Client.	TX0007887771	IPC Systems, Inc.
IQImpact1.8.6_Server.	TX0007887346	IPC Systems, Inc.
TCS 4.6 Patch 2.	TX0007901820	IPC Systems, Inc.
Unigy Patch 01.00.00.17.0007.	TX0007909865	IPC Systems, Inc.
Unigy Patch 02.00.00.07.0027.	TX0007909866	IPC Systems, Inc.
Unigy 2.0.1 PH1 GA 02.00.01.00.0640.	TX0007939028	IPC Systems, Inc.
Bluewave 02.00.01.00.0035	TX0007994010	IPC Systems, Inc.
Compact Server 1.9.0.6	TX0007993992	IPC Systems, Inc.
TCS 4.7	TX0007991241	IPC Systems, Inc.

Volume 9921 Doc. No. 721

TITLE	APP NO./REG. NO.	OWNER
Pulse Mobile 02.00.02.0066	TX0007991166	IPC Systems, Inc.
TCS 4.7	TX0007991241	IPC Systems, Inc.
BlueWave v. 02.00.02.00.0057	TX0008059624	IPC Systems, Inc.
UCMSL 2013 v. 2.0.0.36	TX0008059566	IPC Systems, Inc.
Unigy 02.00.01.05.0125	TX0008059623	IPC Systems, Inc.

Volume 9934 Doc. No. 196

TITLE	APP NO./REG. NO.	OWNER
Bluewave v. 02.00.03.00.0068	TX0008131785	IPC Systems, Inc.
UCMSL v. 2.6.0.0042	TX0008131828	IPC Systems, Inc.
Unigy v. 03.003.00.00.00.1272	TX0008131827	IPC Systems, Inc.
Bluewave 02.00.01.00.0035	TX0007994010	IPC Systems, Inc.
BlueWave v. 02.00.02.00.0057	TX0008059624	IPC Systems, Inc.
Compact Server 1.9.0.6	TX0007993992	IPC Systems, Inc.
Pulse Mobile 02.00.02.0066	TX0007991166	IPC Systems, Inc.
TCS 4.7	TX0007991241	IPC Systems, Inc.
UCMSL 2013 v. 2.0.0.36	TX0008059566	IPC Systems, Inc.
Unigy 02.00.01.05.0125	TX0008059623	IPC Systems, Inc.

Sent for recordal August 6, 2019

TITLE	APP NO./REG. NO.	OWNER
UCMSL 2013 2.5.0.0006	TX0008193813	IPC Systems, Inc.