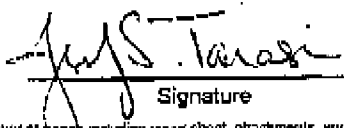


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\leftrightarrow \leftrightarrow \leftrightarrow$	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): VOCOLLECT, INC. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>National City Bank of Pennsylvania</u> Internal _____ Address: _____ Street Address: <u>20 Stanwix Street, 19th Floor</u> City: <u>Pittsburgh</u> State: <u>PA</u> Zip: <u>15222</u> <input type="checkbox"/> Individual(s) citizenship _____ <input checked="" type="checkbox"/> Association <u>National Banking Association</u> <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>2/20/03</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>76/055,192;</u> <u>76/171,248; 76/171,245</u> B. Trademark Registration No.(s) <u>1,686,088;</u> <u>2474399</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Sean M. Girdwood, Esquire</u> Internal Address: _____ _____ Street Address: <u>Thorp Reed & Armstrong, LLP</u> <u>One Oxford Centre, 301 Grant Street, 14th Fl.</u> City: <u>Pittsburgh</u> State: <u>PA</u> Zip: <u>15219-1425</u>	6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 3.41).....\$ <u>140.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>20-0888</u>	
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;"> <u>Jenifer S. Tarasi, Esquire</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 20%; text-align: right;"> <u>March 7, 2003</u> Date </div> </div> <div style="text-align: right; margin-top: 5px;"> 2 </div>		

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

NOTICE OF SECURITY INTEREST
U.S. TRADEMARKS

WHEREAS, Vocollect, Inc., a Pennsylvania corporation (the "Borrower"), has adopted, used and is using the trademarks listed on the annexed Schedule A, which trademarks are registered, to the extent indicated, in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to a certain Loan Agreement, dated of even date herewith, by and between the Borrower and National City Bank of Pennsylvania, a national banking association (the "Bank") (as amended, modified or supplemented from time to time, the "Loan Agreement"), the Borrower is obligated to the Bank, and has entered into a Patent, Trademark and Copyright Security Agreement, dated of even date herewith (the "Security Agreement") in favor of the Bank; and

WHEREAS, pursuant to the Security Agreement, the Borrower has assigned to the Bank, and granted to the Bank a mortgage on, pledge of and security interest in, all right, title and interest of the Borrower in and to the Trademarks, together with all the good will of the business symbolized by the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment of the Debt (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Borrower does hereby further assign unto the Bank and grant to the Bank a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment of the Debt.

The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the assignment of, mortgage on, pledge of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Assignment.

The Bank's address is National City Center, 20 Stanwix Street, 19th Floor, Pittsburgh, Pennsylvania 15222.

IN WITNESS WHEREOF, the Borrower has caused this Assignment to be duly executed as of this 20th day of February, 2003.

[Corporate Seal]

Vocollect, Inc., a Pennsylvania corporation

By: 

Name: Jack A. LeVan

Title: President and Chief Executive Officer