

10-08-2004

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌ ▼



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102855264 ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

10-15-04

1. Name of conveying party(ies):

AccessLine Communications Corporation
AccessLine Holdings, Inc.,
AccessLine LD Services, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State
- Other DE, DE & DE

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: ORIX VENTURE FINANCE LLC

Internal Address: 1177 Avenue of the Americas

Street Address: 10th Floor

City: New York State: NY Zip: 10036-2714

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: 09/17/04

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

See Attached List

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corporation

Internal Address: Penelope Agodoa

Street Address: 1030 15th Street, NW,
Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Robin C. Dunn

Name of Person Signing

Robin C. Dunn

Signature

October 11, 2004

Date

9

Total number of pages including cover sheet, attachments, and document:

10/13/2004 **DBYRNE** 00000007 76193702

01 FC:8521
02 FC:8522

40.00 OP
100.00 OP

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

TRADEMARK
REEL: 003059 FRAME: 0472

Trademarks
as of July 21, 2004

Country	Mark	Int'l. Class (Local Class)	Filing Info.	Regis. Info.
USA	A & Design	38	1/12/01 76/193,702	11/12/02 2,648,372
USA	A ACCESSLINE COMMUNICATIONS & Design	38	1/12/01 76/193,701	11/12/02 2,648,371
USA	ACCESSLINE	38	9/18/00 76/130,563	11/27/01 2,512,293
USA	ACCESSLINE COMMUNICATIONS	38	9/18/00 76/130,562	11/27/01 2,512,292
USA	SMART OFFICE	38	9/18/00 76/130,569	10/30/01 2,501,931

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **September 17, 2004** by and between **ORIX Venture Finance LLC** ("ORIX") and **AccessLine Communications Corporation** ("Communications"), **AccessLine Holdings, Inc.** ("Parent"), and **AccessLine LD Services, Inc.** ("LDS"), each a Delaware corporation (Communications, Parent and LDS being referred to herein jointly and severally as "Grantor"), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Loan and Security Agreement of dated September 17, 2004 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned by Grantor, (ii) listed on Schedule B are all patents and patent applications owned by Grantor, and (iii) Schedule C includes without limitation all copyrights, software, computer programs, mask works, and other works of authorship owned by Grantor which are registered with the United States Copyright Office

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the

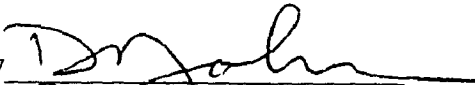
subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

[Signatures on following page]


Address of Grantor:

11201 SE 8th St. Suite 200
Bellevue, Washington 98004


AccessLine Communications Corp.

By 
Title PRESIDENT

AccessLine Holdings, Inc.

By 
Title PRESIDENT

AccessLine LD Services, Inc.

By 
Title PRESIDENT

Address of ORIX:

151 Lytton Avenue
Palo Alto, CA 94301

ORIX Venture Finance LLC

By _____
Kevin P. Sheehan,
President and CEO

Signature page - IP Security Agmt

TRADEMARK
REEL: 003059 FRAME: 0476

Address of Grantor:

11201 SE 8th St. Suite 200
Bellevue, Washington 98004

AccessLine Communications Corp.

By _____
Title _____

AccessLine Holdings, Inc.

By _____
Title _____

AccessLine LD Services, Inc.

By _____
Title _____

Address of ORIX:

151 Lytton Avenue
Palo Alto, CA 94301

ORIX Venture Finance LLC

By Kevin P. Sheehan
Kevin P. Sheehan,
President and CEO

Signature page – IP Security Agmt

SCHEDULE ATrademarks
as of July 21, 2004

Country	Mark	Int'l. Class (Local Class)	Filing Info.	Regis. Info.
CTM	ACCESSLINE ONE PERSON ONE NUMBER & Design	9, 16, 35, 38	4/1/96 182832	6/16/98 182832
CTM	SMART NUMBER	9, 16, 35, 38	4/1/96 182865	6/16/98 182865
Korea	ACCESSLINE ONE PERSON ONE NUMBER & Design	9 (39)	7/23/96 96-33539	12/11/97 386256
Korea	"O and I" logo	39 (106)	7/16/96 96-8958	5/29/98 42411
USA	A & Design	38	1/12/01 76/193,702	11/12/02 2,648,372
USA	A ACCESSLINE COMMUNICATIONS & Design	38	1/12/01 76/193,701	11/12/02 2,648,371
USA	ACCESSLINE	38	9/18/00 76/130,563	11/27/01 2,512,293
USA	ACCESSLINE COMMUNICATIONS	38	9/18/00 76/130,562	11/27/01 2,512,292
USA	SMART OFFICE	38	9/18/00 76/130,569	10/30/01 2,501,931

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Dynamic Security System and Method, such as for Use in a Telecommunications System	09/604,283	6/26/00
System and Method for Universal Access of Messages, such as Voice Mail Messages	09/923,786	8/7/01
Telephone Call Handling System and Method, such as Call Screening System Employing Standard Contact Management Software	09/966,218	9/28/01
Economical Call Processing System and Method, such as for Providing One-Number Telecommunication Services	09/823,897	3/30/01

SCHEDULE C

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AccessLine System Software	TXU: 571-792	September 15, 1993