

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Provox Technologies Corporation		04/11/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	ECentury Capital Partners, L.P.
Street Address:	8270 Greensboro Drive
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	LIMITED PARTNERSHIP: UNITED STATES
Name:	Mid-Atlantic Venture Fund IV, L.P.
Street Address:	11710 Plaza America Drive, Suite 120
City:	Reston
State/Country:	VIRGINIA
Postal Code:	20190
Entity Type:	LIMITED PARTNERSHIP: UNITED STATES
Name:	Tall Oaks Provox Partners, L.P.
Street Address:	315 Old Ivy Way, Suite 301
City:	Charlottesville
State/Country:	VIRGINIA
Postal Code:	22903
Entity Type:	LIMITED PARTNERSHIP: UNITED STATES
Name:	Village Ventures Partners Fund LP
Street Address:	430 Main Street - Suite 1
City:	Williamstown
State/Country:	MASSACHUSETTS
Postal Code:	01267

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Entity Type: LIMITED PARTNERSHIP: UNITED STATES

Name: Village Ventures Partners Fund A LP
Street Address: 430 Main Street - Suite 1
City: Williamstown
State/Country: MASSACHUSETTS
Postal Code: 01267
Entity Type: LIMITED PARTNERSHIP: UNITED STATES

Name: VVN, LLC
Street Address: 430 Main Street - Suite 1
City: Williamstown
State/Country: MASSACHUSETTS
Postal Code: 01267
Entity Type: LTD LIAB JT ST CO: UNITED STATES

Name: Southside Rising, LLC
Street Address: Wachovia Tower 10 S. Jefferson St., Ste. 130
City: Roanoke
State/Country: VIRGINIA
Postal Code: 24011
Entity Type: LTD LIAB JT ST CO: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2577722	PROVOX
Registration Number:	2487554	TALKNOTES

CORRESPONDENCE DATA

Fax Number: (415)951-3699
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4156932487
Email: mcass@cooley.com
Correspondent Name: Melanie Cass
Address Line 1: 1 Maritime Plaza, 20th Floor
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER: Melanie Cass
Signature: /Melanie Cass/

Date:

04/26/2005

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 11, 2005 by and between PROVOX TECHNOLOGIES CORPORATION, a Delaware corporation ("GRANTOR") and the secured parties listed on the signature page hereof (the "SECURED PARTIES").

RECITALS

A. Secured Parties have made and may in the future make certain advances of money to Grantor (the "*Loans*") in the amounts and manner set forth in those certain Subordinated Secured Convertible Promissory Notes executed by Grantor in favor of Secured Parties (collectively, as the same may be amended, modified or supplemented from time to time, the "*Notes*") and that certain Note Purchase Agreement, of even date hereof, by and between Grantor and Secured Parties (as the same may be amended, modified or supplemented from time to time, the "*Purchase Agreement*"). Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Parties a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Notes and Purchase Agreement.

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and between Grantor and Secured Parties (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"), Grantor has granted to Secured Parties a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Notes, Purchase Agreement and Security Agreement (collectively, the "*Loan Documents*"), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Loan Documents and under all other agreements now existing or hereafter arising between Grantor and Secured Party, Grantor grants and pledges to Secured Parties a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Secured Parties under the Security Agreement. The rights and remedies of Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in

addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Parties as a matter of law or equity. Each right, power and remedy of Secured Parties provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Parties, of any or all other rights, powers or remedies. Notwithstanding the foregoing, each Secured Party hereby irrevocably authorizes the ECentury Capital Partners, L.P. (the "***Collateral Agent***") to take all actions, to make all decisions and to exercise all powers and remedies on its behalf under the provisions of this Intellectual Property Security Agreement, including without limitation all such actions, decisions and powers as are reasonably incidental thereto. The Collateral Agent may execute any of its duties hereunder by or through agents, designees or employees.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PROVOX TECHNOLOGIES CORPORATION

By: *Sheldon Newman*

Print Name: Sheldon Newman

Title: CEO

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

SECURED PARTIES:

ECCENTURY CAPITAL PARTNERS, L.P.

By: ECCENTURY CAPITAL, LLC,
its General Partner

By: MS Marshall
Name: MARSH S. MARSHALL JR.
Title: MANAGING DIRECTOR,

MID-ATLANTIC VENTURE FUND IV, L.P.

By: MAVF IV Partners, L.P., a Delaware
Limited Partnership, its general partner

By: MAVF IV G.P., Inc., a Delaware
Corporation, its general partner

By: _____
Name:
Title:

TALL OAKS PROVOK PARTNERS, L.P.

By: Tall Oaks Capital Partners, LLC,
its General Partner

By: _____
Name:
Title:

SOUTHSIDE RISING, LLC

By: GRYPHON CAPITAL PARTNERS, LLC,
its Manager

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

SECURED PARTIES:

ECENTURY CAPITAL PARTNERS, L.P.

By: ECENTURY CAPITAL, LLC,
its General Partner

By: _____
Name:
Title:

MID-ATLANTIC VENTURE FUND IV, L.P.

By: MAVF IV Partners, L.P., a Delaware
Limited Partnership, its general partner

By: MAVF IV G.P., Inc., a Delaware
Corporation, its general partner

By: _____
Name: *Man F. Benson*
Title: *VP*

TALL OAKS PROVOK PARTNERS, L.P.

By: Tall Oaks Capital Partners, LLC,
its General Partner

By: _____
Name:
Title:

SOUTHSIDE RISING, LLC

By: GRYPHON CAPITAL PARTNERS, LLC,
its Manager

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

SECURED PARTIES:

ECENTURY CAPITAL PARTNERS, L.P.

By: **ECENTURY CAPITAL, LLC,**
its General Partner

By: _____
Name:
Title:

MID-ATLANTIC VENTURE FUND IV, L.P.

By: **MAVF IV Partners, L.P.,** a Delaware
Limited Partnership, its general partner

By: **MAVF IV G.P., Inc.,** a Delaware
Corporation, its general partner

By: _____
Name:
Title:

TALL OAKS PROVOX PARTNERS, L.P.

By: **Tall Oaks Capital Partners, LLC,**
its General Partner

By: *J. Hiram Ewald*
Name: **J. HIRAM EWALD**
Title: **MANAGING DIRECTOR**

SOUTHSIDE RISING, LLC

By: **GRYPHON CAPITAL PARTNERS, LLC,**
its Manager

By: _____
Name:
Title:

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

SECURED PARTIES:

E-CENTURY CAPITAL PARTNERS, L.P.

By: **E-CENTURY CAPITAL, LLC,**
its General Partner

By: _____
Name:
Title:

MID-ATLANTIC VENTURE FUND IV, L.P.

By: **MAVF IV Partners, L.P.,** a Delaware
Limited Partnership, its general partner

By: **MAVF IV G.P., Inc.,** a Delaware
Corporation, its general partner

By: _____
Name:
Title:

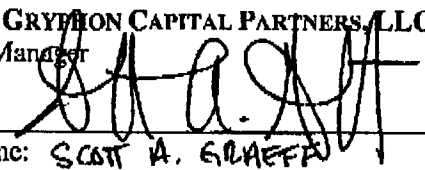
TALL OAKS PROVOK PARTNERS, L.P.

By: **Tall Oaks Capital Partners, LLC,**
its General Partner

By: _____
Name:
Title:

SOUTHSIDE RISING, LLC

By: **GRYPHON CAPITAL PARTNERS, LLC,**
its Manager

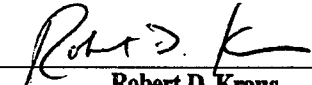
By: 
Name: **SCOTT A. GRAEFFA**
Title: **MANAGING DIRECTOR**

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

VILLAGE VENTURES PARTNERS FUND, L.P.

By: Village Ventures Capital Partners I, LLC,
its General Partner

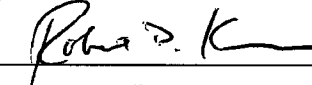
By: Village Ventures, Inc., its Manager

By: 
Name: **Robert D. Kraus**
Title: **Senior Vice President and General Counsel**

VILLAGE VENTURES PARTNERS FUND A, L.P.

By: Village Ventures Capital Partners I, LLC,
its General Partner

By: Village Ventures, Inc., its Manager

By: 
Name: **Robert D. Kraus**
Title: **Senior Vice President and General Counsel**

VVN, LLC

By: Village Ventures, Inc.,
its Manager

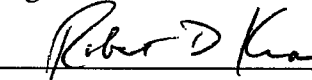
By: 
Name: **Robert D. Kraus**
Title: **Senior Vice President and General Counsel**

EXHIBIT A
COPYRIGHTS

Description	Registration/ Application Number	Registration/ Application Date
NONE		

EXHIBIT B

PATENTS

Description	Registration/ Application Number	Registration/ Application Date
Method and Apparatus for Voice Dictation and Document Production	6,834,264	12/21/2004

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
Word Mark: "Provox"	2577722	6/11/2002
Word Mark: "Talknotes"	2487554	9/11/2001