

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
LogicTree Corporation		08/30/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054-1191		
Entity Type:	Banking Corp: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2693900	LOGICTREE	
Registration Number:	2879857	SPEECHGATE	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6771		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4048853539		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Segeda T. Ranjeet		
Address Line 1:	600 Peachtree Street NE		
Address Line 2:	Troutman Sanders LLP - Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Segeda Ranjeet		
Signature:	/STR/		
Date:	09/28/2005		

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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 30, 2005 by and between SILICON VALLEY BANK ("Bank") and LOGICTREE CORPORATION ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Patents and Trademarks to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank 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 Exhibits 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 Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan 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

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exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 Bank, of any or all other rights, powers or remedies.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

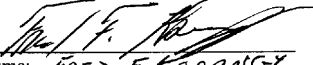
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

8400 Baltimore Avenue
Suite 301
College Park, Maryland 20740
Attn: Mr. Fred Korangy

LOGICTREE CORPORATION

By: 
Name: FRED F. KORANGY
Title: CEO

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191
Attn: _____

SILICON VALLEY BANK

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.

GRANTOR:

Address of Grantor:

LOGICTREE CORPORATION

8400 Baltimore Avenue
Suite 301
College Park, Maryland 20740
Attn: Mr. Fred Korangy

By: _____
Name:
Title:

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191
Attn: _____

By: William R. Yang
Name: WILLIAM L. YANG
Title: VICE PRESIDENT

LOGICTREE CORPORATION

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CCOS Directory Assistance	TX6022239	August 24, 2004
North Carolina Department of Transportation Application Callflows	TX6022238	August 24, 2004
WMATA RideGuide Application Callflows	TX6022237	August 24, 2004
511--St. Louis, MO	TX6022236	August 24, 2004

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Voice-Optimized Database System and Method of Using Same	6,377,927 B1	4/23/2002

EXHIBIT C

Trademarks

<u>Mark</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Status</u>	<u>Country / Convention</u>
LOGICTREE	2693900	March 4, 2003	Registered	U.S.
SPEECHGATE	2879857	August 31, 2004	Registered	U.S.
MOBILE MULTI- MEDIA TECHNOLOGY (M3T)	78-051643	March 6, 2001	Abandoned	U.S.
VOXMAIL	78-044874	January 25, 2001	Abandoned	U.S.
VOX-MAIL	78-039818	December 19, 2000	Abandoned	U.S.
VOXCART	76-168531	November 20, 2000	Abandoned	U.S.
LOGICTREE	76-168680	November 20, 2000	Abandoned	U.S.
VOXLINX	76-168532	November 20, 2000	Abandoned	U.S.
VOXLINX	76-168686	November 20, 2000	Abandoned	U.S.

RECORDED: 09/28/2005

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