

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings

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.

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 07/13/05

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Internal Address: One PNC Plaza

Street Address: 249 Fifth Avenue

City: Pittsburgh State: PA Zip: 15222

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

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

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

A. Trademark Application No.(s) 78/521,604; 76/549,143; 76/633,408; 76/633,407

B. Trademark Registration No.(s) 2,574,399; 1,686,088; 2,749,256; 2,774,441

Additional number(s) attached Yes No

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

Name: Sean M. Girdwood, Esquire

Internal Address:

Street Address: Thorp Reed & Armstrong, LLP One Oxford Centre, 301 Grant Street, 14th Fl.

City: Pittsburgh State: PA Zip: 15219-1425

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 3.41): \$ 465.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

20-0888

DO NOT USE THIS SPACE

9. Signature.

Jenifer S. Tarasi, Esquire Name of Person Signing

J.S. Tarasi Signature

August 15, 2005 Date

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

9

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

CH \$465.00 200888 78521604

Addendum to U.S. Trademark Recordation form Coversheet for Recording Patent and Trademark
Security Agreement – executed on July 13, 2005
Vocollect, Inc. to receiving party PNC Bank, National Association,
Agent for itself and various financial institutions

4. A Additional Trademark Application Nos.

78/490,696

76/550,912

78/461,184

78/490,730

76/633,416

76/633,140

76/633,415

78/473,301

78/473,316

76/546,384

NOTICE OF SECURITY INTEREST
U.S. TRADEMARKS

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

WHEREAS, pursuant to a certain Credit Agreement, dated of even date herewith, by and among the Borrower, the Guarantors (as defined in the Credit Agreement), PNC Bank, National Association ("PNC Bank"), and various other financial institutions from time to time (PNC Bank and such other financial institutions are each a "Bank" and collectively, the "Banks"), PNC Bank, as agent for the Banks (in such capacity, the "Agent"), (as amended, modified or supplemented from time to time, the "Credit Agreement"), the Borrower has entered into that certain Patent and Trademark Security Agreement, dated of even date herewith (the "Security Agreement") in favor of the Agent; and

WHEREAS, pursuant to the Security Agreement, the Borrower has granted to the Agent (for itself and for the benefit of the Banks), 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 goodwill 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 and performance of the Obligations (as defined in the Credit 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 confirm its grant to the Agent (for itself and for the benefit of the Banks) of a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment and performance of the Obligations.

The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent (for itself and for the benefit of the Banks) 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 Notice.

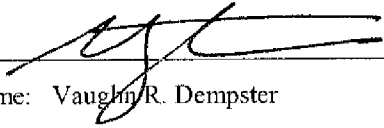
The Agent's address is 249 Fifth Avenue, One PNC Plaza, Pittsburgh, Pennsylvania 15222.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Borrower has caused this Notice to be duly executed the 13th day of July, 2005.

Vocollect, Inc.

[Corporate Seal]

By:  (SEAL)
Name: Vaughn R. Dempster
Title: Chief Financial Officer

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
 COUNTY OF ALLEGHENY) SS:

On this, the 13th day of July, 2005 before me, a Notary Public, the undersigned officer, personally appeared Vaughn R. Dempster, who acknowledged himself to be the Chief Financial Officer of Vocollect, Inc., a Pennsylvania corporation (the "Company"), and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Karen M. Funaiock
 Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Karen M. Funaiock, Notary Public
 City Of Pittsburgh, Allegheny County
 My Commission Expires Mar. 31, 2009
 Member, Pennsylvania Association of Notaries

SCHEDULE A

All of the listed registered and pending trademarks are owned by the Borrower.

TRADEMARKS**United States Registered Trademarks**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BLUE STREAK	2,574,399	5/28/2002
TALKMAN	1,686,088	5/12/1992
VOCOLLECT	2,749,256	8/12/2003
VOICE POWERED SOLUTIONS FOR BUSINESS	2,774,441	10/21/2003

Foreign Registered Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
TALKMAN Madrid Protocol	Z1230925 826,714	5/20/2004
TALKMAN Chile	683.099	4/13/2005
TALKMAN United Kingdom	1,391,103	6/23/1995
VOCOLLECT Madrid Protocol	Z1231347 838,363	8/13/2004
VOCOLLECT Australia	IR 838163 Reg. No. 1035906	8/13/2004
VOCOLLECT Turkey	IR 838363	8/13/2004
VOCOLLECT Mexico	716092	5/6/2005
VOCOLLECT New Zealand	727853	4/8/2005

United States Pending Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
HANDS FREE, EYES FREE	78/521,604	Pending
HANDS FREE, EYES FREE	76/549,143	Pending
PICK MANAGER	76/633,408	Pending
QUICKPICK	76/633,407	Pending
TALKMAN (and design)	78/490,696	Pending
TALKTAG	76/550,912	Pending
VOCOLLECT	78/461,184	Pending
VOCOLLECT (and design)	78/490,730	Pending
VOCOLLECT VOICEBUILDER	76/633,416	Pending
VOCOLLECT VOICE	76/633,140	Pending
VOCOLLECT VOICEAPPS	76/633,415	Pending
VOICECONSOLE	78/473,301	Pending
VOICEDIRECT	78/473,316	Pending
VOICETAG	76/546,384	Pending

Foreign Pending Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
TALKMAN Australia	IR 826,714 Australian Appln No. 1009729	Pending
TALKMAN Brazil	827144555	Pending
TALKMAN Bulgaria	IR 826,714	Pending
TALKMAN Canada		Pending
TALKMAN Argentina	2.582.986	Pending
TALKMAN China	IR 826,714 China Ref. No. 200408589	Pending
TALKMAN Cyprus	IR 826,714	Pending
TALKMAN Denmark	IR 826,714	Pending
TALKMAN Finland	IR 826,714	Pending
TALKMAN France	IR 826,714	Pending
TALKMAN Georgia	IR 826,714	Pending
TALKMAN Germany	IR 826,714	Pending
TALKMAN Greece	IR 826,714	Pending
TALKMAN Hungary	IR 826,714	Pending
TALKMAN Iceland	IR 826,714	Pending
TALKMAN Ireland	IR 826,714	Pending
TALKMAN Japan	IR 826,714 JPO Ref. No. 2004-353448	Pending
TALKMAN Korea	IR 826,714	Pending
TALKMAN Malaysia	04017303	Pending
TALKMAN Mexico	716094	Pending
TALKMAN New Zealand	727855	Pending
TALKMAN Portugal	IR 826,714	Pending
TALKMAN Singapore	IR 826,714 SG Appln No. T04/10798Z	Pending
TALKMAN Republic of Slovakia	IR 826,714	Pending
TALKMAN Thailand	572,474	Pending

TALKMAN Turkey	IR 826,714 Turkish Appln. No. 106819	Pending
TALKMAN Ukraine	IR 826,714	Pending
TALKMAN United Kingdom	IR 826,714 M826714	Pending
VOCOLLECT Argentina	2.582.986	Pending
VOCOLLECT Brazil	827117353	Pending
VOCOLLECT Canada		Pending
VOCOLLECT Chile	683.098	Pending
VOCOLLECT China	IR 838363	Pending
VOCOLLECT Iceland	IR 838363	Pending
VOCOLLECT Ireland	IR 838363	Pending
VOCOLLECT Malaysia	04017304	Pending
VOCOLLECT Singapore	IR 838363	Pending
VOCOLLECT Thailand	572,473	Pending
VOCOLLECT United Kingdom	IR 838363	Pending
VOICECONSOLE Japan	2005-8008	Pending
VOICEDIRECT Japan	2005-8009	Pending