

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
Callpod, Inc.		06/12/2007	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Cole Taylor Bank
Street Address:	9550 West Higgins Road
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3026797	CALLPOD
Registration Number:	3126161	CALLPOD
Registration Number:	3214863	O
Registration Number:	3198491	P
Serial Number:	78799766	PYMPE
Serial Number:	77059196	DRAGON
Serial Number:	77059276	DRAGON
Serial Number:	77096874	PHOENIX
Serial Number:	77096900	PHOENIX
Serial Number:	78941936	CHARGEPOD
Serial Number:	78962728	CALLPIN
Serial Number:	78859607	CHARGEPOD

CORRESPONDENCE DATA

CH \$315.00 3026797

Fax Number: (312)201-2555
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-201-2000
Email: matthews@wildmanharrold.com
Correspondent Name: Julie Nichols Matthews
Address Line 1: 225 West Wacker Drive
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	CALLPOD
NAME OF SUBMITTER:	Julie Nichols Matthews
Signature:	/Julie Nichols Matthews/
Date:	06/18/2007

Total Attachments: 9

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COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of this 12th day of June, 2007, by CALLPOD, INC., a corporation organized and existing under the laws of the State of Illinois (the "Assignor"), in favor of COLE TAYLOR BANK (the "Lender").

RECITALS

A. The Assignor has applied to the Lender for certain revolving credit and term loan (collectively, the "Loans") under the provisions of a certain Loan Agreement dated the date hereof by and between, among others, the Lender and the Assignor (as amended, restated, supplemented or otherwise modified, the "Loan Agreement"). All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Loan Agreement.

B. The Assignor has adopted, used and is using certain patents as listed on Schedule A attached hereto and made a part hereof and has applied for or has pending the patents also as listed on Schedule A (collectively, the "Patents").

C. The Assignor has adopted, used and is using certain trademarks and trade names as listed on Schedule B and has registered the trade marks listed on Schedule B (the "Trademarks").

D. The Loan Agreement and certain other Loan Documents contain security agreements under which the Assignor has granted to the Lender, a Lien on, and security interest in, certain assets of the Assignor associated with or relating to products sold under any one or more of the Patents and under which the Lender is entitled to foreclose or otherwise deal with the Patents under the terms and conditions set forth in the Loan Agreement.

E. The Lender desires to have the interest of the Lender in such Patents and Trademarks confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office.

F. As collateral security for the liabilities of Borrower to Lender (the "Obligations"), whether arising under the Loan Documents or otherwise, the Assignor has agreed to assign to the Lender the Patents, the Trademarks and the goodwill of the business associated therewith.

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I
ASSIGNMENT

In consideration of and pursuant to the terms of the Loan Agreement and each of the other Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure all of the Obligations, the Assignor hereby grants, assigns and conveys to the Lender all of its present and future right, title and interest in and to, and grants to the Lender a security interest in, Lien on, and collateral assignment of, the Patents and Trademarks, together with all of the Assignor's rights, title and interest in and to (a) any and all inventions and improvements described and claimed in such Patents and patent applications, (b) reissues, divisions, continuations, renewals, extensions and continuations-in-part of any Patents and patent applications and Trademarks and trademark registrations, (c) income, royalties, damages, claims and payments now or hereafter due and/or payable under and with respect to any Patents or patent applications, or Trademarks or trademark registrations, including, without limitation, damages and payments for past and future infringements, (d) rights to sue for past, present and future infringements of Patents or Trademarks, and (f) all rights corresponding to any of the foregoing throughout the world.

The foregoing grant, security interest and assignment is a present grant of a collateral assignment and, upon the occurrence of an Event of Default and notice to the Assignor from the Lender, and subject to the filing with and notice to the United States Patent and Trademark Office, shall become an absolute assignment in favor of the Lender or in favor of such person as the Lender may designate, and may be the subject of such confirmatory instruments as the Lender may elect, which instruments shall be conclusive evidence of the Event of Default and absolute assignment.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Patent and Trademark Existence.

The Assignor represents and warrants to the Lender, and shall be deemed to represent and warrant to the Lender at the time a Loan is made, that based on the records of the United States Patent and Trademark Office and on the Assignor's knowledge:

2.1.1 The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable in the United States.

2.1.2 Each of the Patents and Trademarks is valid and enforceable in the United States.

2.1.3 The Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Patents and Trademarks, each of the Patents and Trademarks is free and clear of any liens (other than Permitted Liens), licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons in the United States.

2.1.4 The Assignor has the right to enter into this Assignment and perform its terms.

ARTICLE III
COVENANTS AND AGREEMENTS

Section 3.1 New Agreements, Patents and Consents.

The Assignor covenants that until all the Obligations have been paid and performed in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired:

3.1.1 It will not enter into any agreement, including without limitation, license agreements that would have a material adverse effect on the Lender's rights under this Assignment.

3.1.2 It will exercise reasonable supervision over each of its present and future employees, agents and consultants which will enable the Assignor to comply with the covenants herein contained.

3.1.3 If the Assignor obtains rights or becomes entitled to the benefit of any patent, patent application, patentable invention, trademarks or trade names (other than the Patents and the Trademarks), or becomes entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, the provisions of this Assignment shall automatically apply thereto, and the Assignor shall give the Lender prompt written notice thereof along with an amended Schedule A and B.

3.1.4 The Assignor shall, at the Lender's request, obtain consents to this Assignment where the Assignor's right to assign any Patents or Trademarks requires such consent.

Section 3.2 Maintenance.

3.2.1 Except as permitted by the provisions of the Loan Agreement, the Assignor hereby covenants and agrees to maintain the Patents or Trademarks in full force and effect until all of the Obligations are satisfied in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired.

3.2.2 Except as permitted by the provisions of the Loan Agreement, the Assignor shall have the duty to (a) prosecute diligently any patent application that is part of the Patents pending as of the date of this Assignment or thereafter to the extent the value of such application in the Assignor's business justifies such prosecution until the Obligations shall have been satisfied in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired, (b) preserve and maintain all rights in such applications and/or Patents and Trademarks including but not limited to the payment of

registration and renewal fees, if any and (c) upon reasonable written request of the Lender, to make federal patent application for patentable inventions. The Assignor shall not abandon any Patent, Trademark or any pending application for patent or trademark registration, without the consent of the Lender.

3.2.3 Prior to an Event of Default, the Assignor shall have the right to bring suit in its own name to enforce the Patents and the Trademarks, in which event the Lender may, if necessary, at its own expense, be joined as a nominal party to such suit if the Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. If suit is brought subsequent to an Event of Default, the Assignor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and reasonable expenses, including attorneys' fees, as they arise incurred by the Lender in the fulfillment of the provisions of this paragraph.

3.2.4 If the Assignor fails to comply with any of its obligations hereunder in any material respect, the Lender may do so in the Assignor's name or in the Lender's name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse and indemnify the Lender in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Lender in protecting, defending and maintaining the Patents and the Trademarks.

3.2.5 The Assignor will continue to use, for the duration of this Assignment, proper statutory identification in connection with its use of the Patents and the Trademarks.

Section 3.3 Fees and Expenses.

The Assignor agrees to pay to the Lender upon demand, any and all reasonable fees, costs and expenses, of whatever kind or nature, including attorney's fees and legal expenses incurred by the Lender in connection with the preparation of this Assignment and of all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Patents and the Trademarks, or in enforcing the Lender's rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and the Trademarks, shall be borne and paid by the Assignor on demand by the Lender.

ARTICLE IV EVENTS OF DEFAULT; RIGHTS AND REMEDIES

Section 4.1 Assignor Use.

Prior to an Event of Default (a) the Assignor shall have an exclusive nontransferable right and license to use the Patents and the Trademarks, and (b) the Lender shall have no right to use the Patents or issue any exclusive or non-exclusive license under the Patents or Trademarks, or

assign, pledge or otherwise transfer title in any of the Patents or Trademarks, to any other party. Except as otherwise permitted by the Loan Agreement, the Assignor agrees not to sell or assign its interest in, or grant any sublicense under, except in the ordinary course of the Assignor's business and only if such sublicensee is provided notice that the sublicense is subject to the terms of this Assignment, or allow any Lien (other than Permitted Liens) to attach to, the license granted to the Assignor in this Section, without the prior written consent of the Lender.

Section 4.2 Certain Lender Rights.

The Assignor hereby covenants and agrees that the Lender, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Illinois, and under any other applicable law, following an Event of Default, upon notice to the Assignor, and may take such other action permitted hereunder or under the other Loan Documents or permitted by applicable Laws, in its exclusive discretion, to foreclose upon the Patents or Trademarks covered hereby. For such purposes, and in the event of an Event of Default hereunder or in the Obligations, the Assignor upon the occurrence of an Event of Default hereby authorizes and empowers the Lender to make, constitute and appoint any officer of Lender as the Lender may select, in its exclusive discretion, (with full power of substitution and delegation, in its exclusive discretion), as the Assignor's true and lawful attorney-in-fact, with the power, without notice to the Assignor, to endorse the Assignor's name on all applications, documents, papers and instruments in the name of the Lender or in the name of the Assignor or otherwise, for the use and benefit of the Lender to use the Patents and the Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents and the Trademarks to anyone else, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Patents and the Trademarks to anyone else. This power of attorney shall be irrevocable for the life of this Assignment, the Loan Agreement, the Loan Documents and other obligations and until all of the Obligations to the Lender are satisfied in full and all Commitments and Letters of Credit have been terminated or otherwise have expired.

Section 4.3 Rights and Remedies.

All rights and remedies herein granted to the Lender shall be in addition to any rights and remedies granted to the Lender under the Loan Documents.

Section 4.4 Re-Vesting of Assignor's Rights.

Upon the full payment and performance of all of the Obligations and termination or expiration of all Commitments and all Letters of Credit, the Lender shall, upon the Assignor's request and at the Assignor's expense, execute and deliver to the Assignor all documents reasonably necessary to terminate this Assignment and re-vest in the Assignor full title to the Patents and the Trademarks.

Section 4.5 No Waiver.

No course of dealing between the Assignor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or

under the Loan Documents shall operate as a waiver thereof, and all of the Lender's rights and remedies with respect to the Patents and the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between the Assignor and the Lender or by law shall be cumulative and may be exercised singularly or concurrently.

ARTICLE V
MISCELLANEOUS

Section 5.1 Severability.

The provisions of this Assignment are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

Section 5.2 Successors and Assigns.

This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be the "Lender" under the Loan Agreement.

Section 5.3 Modification.

This Assignment is subject to modification only by a writing signed by the parties and shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

Section 5.4 Captions and Headings.

The section headings in this Assignment are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

Section 5.5 Governing Law.

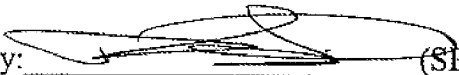
This Assignment shall be governed by and construed in conformity with the laws of the State of Illinois.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Assignor has executed this Assignment under seal, the day and year first above written.


ASSIGNOR:

CALLPOD, INC.

By:  (SEAL)
Name: D. Guccione
Title: Pres + COO

Approved and Accepted
this 12 day of JUNE, 2007

COLE TAYLOR BANK

By: 
Name: LOUIS L. WEINZERMAN
Title: Service President

**SCHEDULE A TO
COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY**

**LIST OF PATENTS AND
PATENT APPLICATIONS**

<u>Patent or Application Description</u>	<u>U.S. Patent or Application No.</u>	<u>Jurisdiction</u>
Telephone conferencing device	D464,957 S	U.S.
Call pod for having conference calls in a portable environment	6,801,611	U.S.
_____	App. No. 11/208,147 Filed August 19, 2005	U.S.
Mobile conferencing and audio sharing technology	App. No. PCT/US 2005/044067	International
Method and apparatus for mobile teleconferencing	App. No. 05257751.7	European

**SCHEDULE B TO
COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY
LIST OF TRADEMARK/REGISTRATIONS AND APPLICATIONS**

REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>JURISDICTION</u>
Callpod (Stylized)	3,026,797	U.S.
Callpod G Design	3,126,161	U.S.
O (Stylized)	3,214,863	U.S.
P & Design	3,198,491	U.S.

APPLICATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>JURISDICTION</u>
Pympe & Design	78/799,766	U.S.
Dragon (Stylized)	77/059,196	U.S.
Dragon & Design	77/059,276	U.S.
Phoenix (Stylized)	77/096,874	U.S.
Phoenix & Design	77/096,900	U.S.
Chargepod & Design	78/941,936	U.S.
Callpin (Stylized)	78/962,728	U.S.
Chargepod	78/859,607	U.S.