

08-04-2004

FORM PTO-1595
(Rev. 10/02)
OMB No. 0551-002

REI



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
Docket No. 220763.000376

102764128

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):

Array Telecom Corporation
106 Cattlemen Road
Sarasota, Florida 34232

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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: April 28, 2004

2. Name and address of receiving party(ies)

Name: Silicon Valley Bank

Internal Address:

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA Zip: 95054-1191

Additional name(s) & addresses(es) attached? ☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s) 6,480,898; 6,665,317

Additional numbers attached? ☐ Yes ☒ No

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

Name: James Hunt Yancey, Jr.

Internal Address: Troutman Sanders LLP

Bank of America Plaza

Fax Number: 404.962.6828

Street Address: 600 Peachtree Street, N.E. Suite 5200

City: Atlanta State: Georgia Zip: 30308-2216

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$80.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

20-1507

DO NOT USE THIS SPACE

9. Signature.

James Hunt Yancey, Jr., Reg. No. 53,809

Name of Person Signing

Signature

June 25, 2004

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, P.O. Box 1450, Mail Stop Assignment Recordation Services
Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 28, 2004 by and among SILICON VALLEY BANK ("Bank"), COMDIAL ACQUISITION CORP., a Delaware corporation, COMDIAL BUSINESS COMMUNICATIONS CORPORATION, a Delaware corporation, COMDIAL TELECOMMUNICATIONS INTERNATIONAL, INC., a Delaware corporation, COMDIAL ENTERPRISE SOLUTIONS, INC., a Delaware corporation, AURORA SYSTEMS, INC., a Delaware corporation, ARRAY TELECOM CORPORATION, a Delaware corporation, KEY VOICE TECHNOLOGIES, INC., a Delaware corporation, and COMDIAL REAL ESTATE CO., INC., a Maryland corporation (each a "Grantor" and collectively, the "Grantors").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to COMDIAL CORPORATION ("Borrower") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein, unless otherwise defined, are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantors execute and deliver to Bank (i) that certain Unconditional Guaranty of even date herewith (as amended from time to time, the "Guaranty"), pursuant to which Grantors, among other things, have unconditionally guaranteed repayment of all Obligations under the Loan Agreement, and (ii) that certain Security Agreement of even date herewith (as amended from time to time, the "Security Agreement"), pursuant to which Grantors, among other things, have granted to Bank a security interest in all of Grantors' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as such term is defined in the Security 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 Borrower's obligations under the Loan Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To further secure each Grantor's obligations under the Guaranty and Security Agreement, each Grantor grants and pledges to Bank a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (as such term is defined in the Loan Agreement), including without limitation those copyrights, patents, trademarks and mask works listed on Exhibits A, B, C, and D 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 Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

[Signatures appear on following pages]

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.

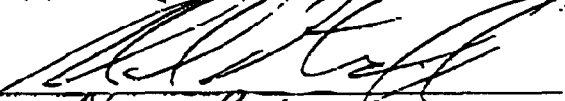
GRANTORS:

Address of Grantors:

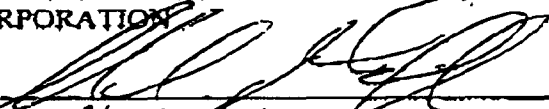
106 Cattlemen Road
Sarasota, Florida 34232

Attn: CFO

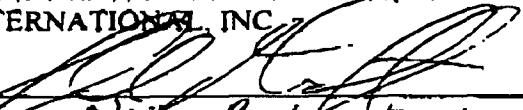
COMDIAL ACQUISITION CORP

By: 
Name: Neil P. Lichtman
Title: President & CEO

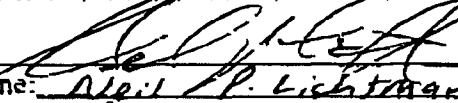
COMDIAL BUSINESS COMMUNICATIONS CORPORATION

By: 
Name: Neil P. Lichtman
Title: President & CEO

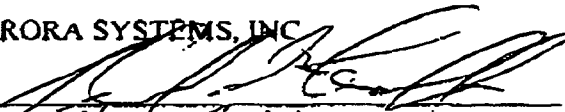
COMDIAL TELECOMMUNICATIONS INTERNATIONAL, INC.

By: 
Name: Neil P. Lichtman
Title: President & CEO


COMDIAL ENTERPRISE SOLUTIONS, INC.

By: 
Name: Neil P. Lichtman
Title: President & CEO

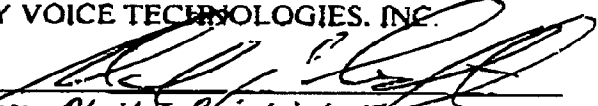
AURORA SYSTEMS, INC

By: 
Name: Neil P. Lichtman
Title: President & CEO
Bank:

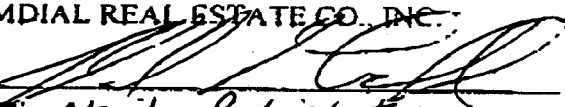
ARRAY TELECOM CORPORATION

By: 
Name: Neil P. Lichtenman
Title: President & CEO

KEY VOICE TECHNOLOGIES, INC.

By: 
Name: Neil P. Lichtenman
Title: President & CEO

COMDIAL REAL ESTATE CO., INC.

By: 
Name: Neil P. Lichtenman
Title: President & CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: _____
Name: _____
Title: _____

Attn: _____

ARRAY TELECOM CORPORATION

By: _____
Name: _____
Title: _____

KEY VOICE TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

COMDIAL REAL ESTATE CO., INC

By: _____
Name: _____
Title: _____

BANK:

SILICON VALLEY BANK

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

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Commercial Finance
Division

**EXHIBITS TO BE UPDATED BY BORROWER TO INCLUDE
ADDITIONAL INTELLECTUAL PROPERTY COLLATERAL**

EXHIBIT A

Copyrights

<u>Owner</u>	<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
None			

EXHIBIT B

Patents

<u>Owner</u>	<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
None			

EXHIBIT C

Trademarks

<u>Owner</u>	<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
None			

ARRAY TELECOM CORPORATION

Patents

Patent/Patent Application Number	Title	<u>Issue/Filing Date</u>
6480898	SYSTEM, METHOD, AND COMPUTER PROGRAM PRODUCT FOR MANAGING A CARRIER EXCHANGE NETWORK	11/12/2002
6665317	METHOD, SYSTEM, AND COMPUTER PROGRAM PRODUCT FOR MANAGING JITTER	12/16/2003

AURORA SYSTEMS, INC.

Trademarks

Mark	Registration No.	Owner
Design only	2676029	Aurora Systems, Inc.
FASTCALL & Design	2156152	Aurora Systems, Inc.
FASTCALL	2108734	Aurora Systems, Inc.
FASTCALL & Design	1941464	Spanlink Communications, Inc.
AURORA	1279666	Chyron Corporation

Copyrights

Title	Registration No.	Owner
Fast Call for Windows; ATT&T PC/PBX with FastCall	TXu612991	Aurora Systems, Inc.
FastCall for Windows	TXu6121991	Spanlink Communications, Inc.
Money center accounting system; Repurchase agreement accounting system	TX1075389	Aurora Systems, Inc.
Personal banker tools; relationship banking system; RB-3	TX1075391	Aurora Systems, Inc.
Safe deposit billing system; safe deposit billing and inventory system	TX1087300	Aurora Systems, Inc.
The credit manager: file listing of historical module	TX1075390	Aurora Systems, Inc.
Veterinary Lims II	TX5110921	Aurora Systems, Inc. (Texas Veterinary Medical Laboratory-co-author)

Patents

Patent/Patent Application Number	Title	Issue/Filing Date
6750139	DUMMY METAL PATTERN METHOD AND APPARATUS	6/15/2004
6731354	LIQUID CRYSTAL DISPLAY MOUNT	5/4/2004
6693351	MECHANICAL CONVERGENCE DEVICE	2/17/2004
6688748	SYSTEM AND METHOD FOR USING OFF-AXIS ILLUMINATION IN A REFLECTIVE PROJECTION SYSTEM	2/10/2004
6657797	PRECISION FIELD LENS ADJUSTMENT APPARATUS	12/2/2003
6654077	PRECISION SURFACE MOUNT FOR A DISPLAY DEVICE	11/25/2003

6650138	DISPLAY DEVICE TEST PROCEDURE AND APPARATUS	11/18/2003
6618202	PROJECTION SYSTEM WITH AN OFFSET LENS ARRAY TO REDUCE VERTICAL BANDING	9/9/2003
6536903	SYSTEM AND METHOD FOR IMPROVING CONTRAST IN AN ELECTRO-OPTICAL IMAGING SYSTEM	3/25/2003
6518945	REPLACING DEFECTIVE CIRCUIT ELEMENTS BY COLUMN AND ROW SHIFTING IN A FLAT-PANEL DISPLAY	2/11/2003
6429132	COMBINATION CMP-ETCH METHOD FOR FORMING A THIN PLANAR LAYER OVER THE SURFACE OF A DEVICE	8/6/2002
6377318	MULTI-CHANNEL IMAGING ENGINE APPARATUS	4/23/2002
6326980	SYSTEM AND METHOD FOR USING COMPOUND DATA WORDS IN A FIELD SEQUENTIAL DISPLAY DRIVING SCHEME	12/4/2001
6307603	LOW STRESS PACKAGING FOR A DISPLAY DEVICE	10/23/2001
6288712	SYSTEM AND METHOD FOR REDUCING PEAK CURRENT AND BANDWIDTH REQUIREMENTS IN A DISPLAY DRIVER CIRCUIT	9/11/2001
6285360	REDUNDANT ROW DECODER	9/4/2001
6277748	METHOD FOR MANUFACTURING A PLANAR REFLECTIVE LIGHT VALVE BACKPLANE	8/21/2001
6275202	ROW AND/OR COLUMN DECODER OPTIMIZATION METHOD AND APPARATUS	8/14/2001
6255999	PLANAR REFLECTIVE LIGHT VALVE BACKPLANE	6/26/2001
6188377	INTERNAL ROW SEQUENCER FOR REDUCING BANDWIDTH AND PEAK CURRENT REQUIREMENTS IN A DISPLAY DRIVER CIRCUIT	2/13/2001
6151011	SYSTEM AND METHOD FOR USING COMPOUND DATA WORDS TO REDUCE THE DATA PHASE DIFFERENCE BETWEEN ADJACENT PIXEL ELECTRODES	11/21/2000
6144356	SYSTEM AND METHOD FOR DATA PLANARIZATION	11/7/2000
6121948	SYSTEM AND METHOD FOR REDUCING INTER-PIXEL DISTORTION BY DYNAMIC	9/19/2000

	REDEFINITION OF DISPLAY SEGMENT BOUNDARIES	
6106120	MECHANICAL CONVERGENCE FIXTURE APPARATUS AND METHOD	8/22/2000
6076931	DE-CENTERED LENS GROUP FOR USE IN AN OFF-AXIS PROJECTOR	6/20/2000
6072452	SYSTEM AND METHOD FOR USING FORCED STATES TO IMPROVE GRAY SCALE PERFORMANCE OF A DISPLAY	6/6/2000
6067065	METHOD FOR MODULATING A MULTIPLEXED PIXEL DISPLAY	5/23/2000
6046858	LIGHT SEPARATION AND RECOMBINATION SYSTEM FOR AN OFF-AXIS PROJECTOR	4/4/2000
6005558	DISPLAY WITH MULTIPLEXED PIXELS FOR ACHIEVING MODULATION BETWEEN SATURATION AND THRESHOLD VOLTAGES	12/21/1999
5655015	COMPUTER-TELEPHONE INTEGRATION SYSTEM	8/5/1997
5655014	SWITCHING DEVICE INDEPENDENT COMPUTER-TELEPHONE INTEGRATION SYSTEM	8/5/1997
5642410	CALL PROCESSOR FOR A COMPUTER TELEPHONE INTEGRATION SYSTEM	6/24/1997
US20020135449 (09/816,951)	Magnetic chuck for convergence apparatus	3/22/2001
US20030043306 (09/935,403)	Mirror contact pattern for a display device	8/22/2001
US20030038763 (09/935,535)	RESIDUAL DC BIAS CORRECTION IN A VIDEO IMAGING DEVICE	8/22/2001
US20030038905 (09/935,536)	COMBINED POWER ROUTING AND LIGHT SHIELDING	8/22/2001
US20030109120 (10/017,458)	DUMMY METAL PATTERN METHOD AND APPARATUS	12/12/2001
US20030151599 (10/077,483)	SYSTEM AND METHOD FOR REDUCING THE INTENSITY OUTPUT RISE TIME IN A LIQUID CRYSTAL DISPLAY	2/14/2002

KEY VOICE TECHNOLOGIES, INC.

Trademarks

Mark	App./ Reg. No.	Owner
WIDEOPEN PLANET	76/017194	Key Voice Technologies, Inc.
INTERCHANGE	2601729	Key Voice Technologies, Inc.
DEBUT	2449528	Key Voice Technologies, Inc.
CORPORATE OFFICE	2097118	Key Voice Technologies, Inc.
VISUAL CALL MANAGEMENT	2090239	Key Voice Technologies, Inc.
KEY VOICE	2087281	Key Voice Technologies, Inc.
SMALL OFFICE	2131452	Key Voice Technologies, Inc.

Copyrights

Title	Registration No.	Owner
Blackout.C	TX3845848	Key Voice Technologies, Inc.

COMDIAL BUSINESS COMMUNICATIONS CORPORATION,
D.B.A. COMDIAL TELEPHONE SYSTEMS

Trademarks

Mark	App./ Reg. No.	Owner
MAXPLUS	1305804	Comdial Business Communications Corporation, d.b.a. Comdial Telephone Systems

Patents

Patent Number	Title	<u>Issue Date OR Filing Date</u>	<u>Owner</u>
D278337	TELEPHONE	04/09/1985	Comdial Business Communications Corporation