

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest
CONVEYING PARTY DATA	
Name	Execution Date
Califone International, Inc.	08/31/2005
RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Collateral Agent
Street Address:	1455 Market Street
Internal Address:	CA5-701-05-19
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D379817
Patent Number:	5619584
CORRESPONDENCE DATA	
Fax Number:	(919)416-8339
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	919 286-8049
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Correspondent Name:	Moore & Van Allen PLLC
Address Line 1:	430 Davis Drive
Address Line 2:	Suite 500
Address Line 4:	Morrisville, NORTH CAROLINA 27560
ATTORNEY DOCKET NUMBER:	327000.10393NPCALIFONEJES
NAME OF SUBMITTER:	John E. Slaughter
Total Attachments: 4 source=NGSI-P1 Califone International#page1.tif	

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
PATENTS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Amended and Restated Security Agreement dated as of August 31, 2005 (the "Security Agreement") by and among the Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Collateral Agent (the "Collateral Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the patents and patent applications set forth on Schedule 1 attached hereto to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations.

The undersigned Grantor and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the patents and patent applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any patent or patent application.

[SIGNATURES ON FOLLOWING PAGE]

Very truly yours,

CALIFONE INTERNATIONAL, INC.,
a Delaware corporation

By: Mary M Kabacinski
Name: Mary M. Kabacinski
Title: Vice President + Treasurer

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: _____
Name:
Title:

Very truly yours,

CALIFONE INTERNATIONAL, INC.,
a Delaware corporation

By: _____

Name:

Title:

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: Anthea Del Bianco

Name:

Anthea Del Bianco

Title:

Vice President

Schedule 1

Califone International, Inc.
(Delaware Corporation)

U.S. Patents

Issued Patents

Description	Patent No.	Issued
THE ORNAMENTAL DESIGN FOR A HEADPHONE SHELL	D379,817	06/10/97
HEADPHONE	5,619,584	04/08/97

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RECORDED: 11/16/2005

PATENT
REEL: 016784 FRAME: 0358