

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY AGREEMENT
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CONVEYING PARTY DATA	
Name	Execution Date
Brooktrout Technology, Inc.	10/24/2005

RECEIVING PARTY DATA	
Name:	Comerica Bank, as Administrative Agent
Street Address:	75 East Trimble Road
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131

PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	6321194
Patent Number:	5488651
Patent Number:	5291546
Patent Number:	4918722
Patent Number:	6920143
Application Number:	10458350
Application Number:	10242776
Application Number:	10146742

CORRESPONDENCE DATA	
Fax Number:	(617)951-8736
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-951-8691
Email:	jennifer.kagan@bingham.com
Correspondent Name:	Jennifer Kagan
Address Line 1:	Bingham McCutchen LLP
Address Line 2:	150 Federal Street

OP \$320.00 6321194

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:

0000315494

NAME OF SUBMITTER:

Jennifer Kagan

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 24, 2005, is entered into by and between **BROOKTROUT TECHNOLOGY, INC.**, a Delaware corporation (hereinafter, together with its successors in title and assigns, called the "**Grantor**"), and **COMERICA BANK**, as administrative agent for the benefit of Secured Parties (hereinafter, together with its successors as administrative agent for the benefit of Secured Parties, called the "**Administrative Agent**").

### Statement of Facts

A. Pursuant to the Credit Agreement, dated as of the date hereof, by and among Excel Switching Corporation, a Delaware corporation ("**Excel**"), XL Acquisition Corp., a Massachusetts corporation (hereinafter, together with Excel, called, collectively, the "**Borrowers**", and, singly, a "**Borrower**"), EAS Group, Inc., a Delaware corporation (the "**Parent Company**"), the several financial institutions from time to time party to the Credit Agreement as lenders hereunder (collectively, "**Lenders**" and, individually, a "**Lender**"), and the Administrative Agent (as amended, modified, supplemented or restated and in effect from time to time, the "**Credit Agreement**"), the Lenders have agreed to make Credit Extensions to the Borrowers.

B. Immediately after the initial Credit Extensions were made to the Borrowers under the Credit Agreement and at the Brooktrout Merger Effective Time, XL Acquisition Corp. was merged with and into Brooktrout, Inc., a Massachusetts corporation (hereinafter, together with its successors in title and assigns, sometimes called "**Brooktrout**"). Brooktrout is the surviving entity of the merger with XL Acquisition Corp. Immediately at the Brooktrout Merger Effective Time, Brooktrout became a "Borrower" under the Credit Agreement and under each and every other Loan Document, and each and every reference to "XL Acquisition" or "XL Acquisition Corp." or to "Borrowers" or "Borrower" in this Intellectual Property Security Agreement or in any of the other Loan Documents shall, from and after the Brooktrout Merger Effective Time, mean and include Brooktrout, Inc., a Massachusetts corporation.

C. In order to induce the Lenders to make additional Credit Extensions to the Borrowers upon the terms and subject to the conditions contained in the Credit Agreement, the Grantor has agreed, upon the terms contained in the Credit Agreement, to grant to the Administrative Agent, for the benefit of Secured Parties, continuing security interests in and Liens upon all Intellectual Property of the Grantor in order to secure all of the Obligations.

D. The Grantor has granted to the Administrative Agent, for the benefit of Secured Parties, continuing security interests in and Liens upon all of the Intellectual Property of the Grantor pursuant to and upon the terms and conditions contained in the Security Agreement, dated as of the date hereof, by and among the Borrowers, the Parent Company, and the Administrative Agent (as amended, modified, supplemented or restated and in effect from time to time, the "**Security Agreement**").

E. Upon the terms contained in the Credit Agreement and the Security Agreement, the Grantor has agreed to execute and deliver to the Administrative Agent, for the benefit of Secured Parties, this Intellectual Property Security Agreement which is supplemental to the Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby absolutely, unconditionally and irrevocably agrees with the Administrative Agent as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) **“Intellectual Property”** shall mean all of the rights, title and interests of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Marks, including all of its trademarks and all trademark licenses to which it is a party, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents and all Patent licenses to which it is a party, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights and all Copyright licenses to which it is a party, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all divisions, reissues, continuations, extensions or renewals of each of the foregoing;

(v) all goodwill of the businesses of the Grantor and of its Subsidiaries connected with the use of, or otherwise symbolized by, each Mark (including each trademark and trademark license), Patent, Patent license, Copyright and Copyright License;

(vi) all Trade Secret Rights and all other Intellectual Property; and

(vii) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement or dilution of any Mark, including any trademark or trademark licensed under any trademark license, (B) injury to any goodwill associated with any Mark, including any trademark or any trademark licensed under any trademark license, (C) infringement of any Patent or any Patent licensed under any Patent license, (D) injury to any goodwill associated with any Patent or any Patent licensed under any Patent license, (E) infringement of any Copyright or any Copyright licensed under any Copyright license, (F) injury to any goodwill associated with any Copyright or any Copyright licensed under any Copyright license, or (G) infringement of any Trade Secret Rights or any other Intellectual Property.

(b) “**Credit Agreement**” and “**Security Agreement**” shall have the meanings given to such terms in the Statement of Facts above.

(c) “**Obligations**” shall mean any and all of the Obligations (as that term is defined in the Credit Agreement).

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC to the extent that such other terms are used or defined therein. References to the Credit Agreement or Security Agreement include any amendment, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the Loans, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent, for the benefit of Secured Parties, a continuing security interest in and Lien upon all of the rights, title and interests of the Grantor to, in and under all of the Intellectual Property.

3. **Representations and Warranties.** The Grantor represents and warrants to the Administrative Agent that, as of the Closing Date, the Grantor does not have any ownership interest in, or title to, any registered Mark, Mark application, registered Patent, Patent application, registered Copyright or Copyright application, **except** as set forth in Schedule I, Schedule II and Schedule III hereto. This Intellectual Property Security Agreement is effective to create valid and continuing security interests in and Liens upon, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of appropriate financing statements in the State of Delaware, perfected Liens in favor of the Administrative Agent on, the Grantor’s Marks, Patents, and Copyrights, to the extent such perfection can be achieved by making such filings; and such perfected security interests and Liens shall be enforceable as such as against any and all creditors of or purchasers from the Grantor.

4. **Covenants.** The Grantor covenants and agrees with the Administrative Agent, for the benefit of Secured Parties, that, from and after the date of this Intellectual Property Security Agreement and until the Termination Date (as defined in Section 10.10(a) of the Security Agreement), in the event that the Grantor shall file any application for the registration of any Mark, Patent or Copyright with the United States Patent and Mark Office, the United States Copyright Office or any similar office or agency of the United States, any State thereof or any other jurisdiction, domestic or foreign, the Grantor shall (a) notify the Administrative Agent promptly in writing of the filing of any such application, and (b) promptly upon request of the Administrative Agent, execute and deliver to the Administrative Agent a supplement hereto (in form and substance reasonably satisfactory to the Administrative Agent) to evidence Administrative Agent’s security interests in and Liens upon each such Mark, Patent or Copyright, and all of the general intangibles of the Grantor relating thereto or represented thereby.

5. **Security Agreement.** The security interests and Liens granted by the Grantor to the Administrative Agent pursuant to this Intellectual Property Security Agreement are granted in

conjunction with the security interests and Liens granted by the Grantor to the Administrative Agent pursuant to the Security Agreement. The Grantor and the Administrative Agent expressly agree that each of the security interests and Liens granted under this Intellectual Property Security Agreement and the Security Agreement in the Intellectual Property are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other Applicable Law. The exercise by the Administrative Agent of any rights or remedies with respect to any of the Intellectual Property shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and also the Credit Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Credit Agreement and the Security Agreement, then the terms and conditions of the Credit Agreement and the Security Agreement shall prevail.

6. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to Applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and **not** so rescinded, reduced, restored or returned.

7. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Credit Agreement.

8. **Termination.** Subject always to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date. Upon any termination of the Liens created hereunder upon the Termination Date, the Administrative Agent shall, at the sole cost and expense of the Grantor, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the termination of the Liens created hereby.

9. **Choice of Law And Venue; Jury Trial Waiver.** **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA. EACH OF THE PARTIES HERETO, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF ITS CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY RELATED INSTRUMENT OR COLLATERAL DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OF THE OTHER COLLATERAL DOCUMENTS OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS**

(WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THE PARTIES HERETO. EACH OF THE PARTIES HERETO HEREBY AGREES TO BE BOUND BY THE PROVISIONS SET FORTH IN SECTION 19 AND SECTION 20 OF THE GUARANTY AGREEMENT, WHICH PROVISIONS ARE HEREBY INCORPORATED HEREIN BY REFERENCE WITH THE SAME FULL FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL.

10. **Expenses.** In the event that the Grantor shall fail to comply with the provisions of this Intellectual Property Security Agreement or any other Collateral Document, such that the value of any Intellectual Property or the validity, perfection, rank or value of any Liens created hereunder is thereby materially diminished or potentially materially diminished or put at risk, the Administrative Agent may, but shall not be required to, effect such compliance on behalf of the Grantor, and the Grantor shall reimburse the Lenders for all of the costs and expenses thereof on demand by the Administrative Agent.

11. **Delivery by Facsimile.** Delivery of the signature pages to this Intellectual Property Security Agreement by facsimile shall be as effective as delivery of manually executed counterparts of this Agreement.


**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**\*\*Signature Page to Brooktrout Technology, Inc.  
Intellectual Property Security Agreement follows\*\***

IN WITNESS WHEREOF, the Grantor has caused this **INTELLECTUAL PROPERTY SECURITY AGREEMENT** to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

**The Grantor:**

**BROOKTROUT TECHNOLOGY, INC.**

By:   
Name: Marc J. Zionts  
Title: Chief Executive Officer



ACKNOWLEDGMENT OF GRANTOR

COMMONWEALTH OF MASSACHUSETTS )

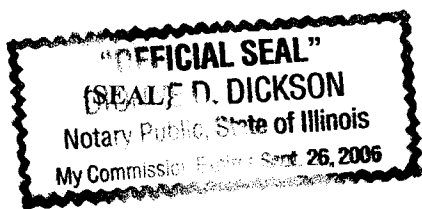
COUNTY OF Suffolk )

On this 24<sup>th</sup> day of October 2005, before me, the undersigned notary public, personally appeared Marc J. Zions, as Chief Executive Officer of **BROOKTROUT TECHNOLOGY, INC.**, proved to me through satisfactory evidence of identification, which was personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Chief Executive Officer of said corporation.



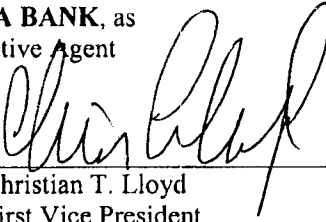
Notary Public

My commission expires:



**The Administrative Agent:**

**COMERICA BANK, as  
Administrative Agent**

By:   
Name: Christian T. Lloyd  
Title: First Vice President

**SCHEDULE I**

To

**BROOKTROUT TECHNOLOGY, INC.**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. TRADEMARK REGISTRATIONS.**

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Instant ISDN	2113922	November 18, 1997

**II. TRADEMARK APPLICATIONS.**

Mark                                      Application No.                                      Date

None

**III. TRADEMARK LICENSES.**

Name of Agreement                                      Date of Agreement                                      Parties

None

**SCHEDULE II**

To

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. PATENTS.**

<u>Patent</u>	<u>Patent Number</u>	<u>Issue Date</u>
Voice Detection in audio signals	6,321,194	November 20, 2001
Fax message system	5,488,651	January 30, 1996*
Fax message system	5,291,546	March 1, 1994
Control of electronic information delivery	4,918,722	April 17, 1990
Computer Telephony System Using Multiple Hardware Platforms to Provide Telephony Services	6,920,143	July 19, 2005

**II. PATENT APPLICATIONS.**

<u>Published Patent Applications</u>	<u>Publication Number</u>	<u>Publication Date</u>
Cross correlation, bulk delay estimation, and echo Cancellation	20040252652	December 16, 2004
Methods and Systems for Jitter Minimization in Streaming Media	20040052209	March 18, 2004
Automatic gain control	20030216908	November 20, 2003

Other Patent Applications

Filing Date

None

Patent Applications Not Yet Filed

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\* Portion of patent subsequent to March 1, 2011 has been disclaimed.

None

III. PATENT LICENSES.

Name of Agreement

Date of Agreement

Parties

None

**SCHEDULE III**

**To**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. COPYRIGHT REGISTRATIONS.**

<u>Copyright</u>	<u>Document. No.</u>	<u>Date</u>
Phoneware; PhoneIntegrator	V2259 P599	April 23, 1987
V-Mail 470; PhoneXpress	V2259 P600	April 23, 1987

**II. COPYRIGHT APPLICATIONS.**

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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**None**

**III. COPYRIGHT LICENSES.**

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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**None**