

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
V Band Corporation	09/29/2006
RECEIVING PARTY DATA	
Name:	CIT Lending Services Corporation, as First Lien Collateral Agent
Street Address:	1 CIT Drive
City:	Livingston
State/Country:	NEW JERSEY
Postal Code:	07039
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D349709
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	ipdocket@lw.com
Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive
Address Line 2:	Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	022411-0654
NAME OF SUBMITTER:	Rhonda DeLeon

OP \$40.00 D349709

Total Attachments: 12
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FIRST LIEN PATENT SECURITY AGREEMENT

This **FIRST LIEN PATENT SECURITY AGREEMENT**, dated as of September 29, 2006 (as amended, supplemented or otherwise modified from time to time, this "**Patent Security Agreement**"), is made by each of the signatories hereto (collectively, the "**Grantors**") in favor of **CIT LENDING SERVICES CORPORATION** ("**CIT**"), as Administrative and Collateral Agent for the Secured Parties (in such capacity, the "**Collateral Agent**") (as defined in the Credit Agreement referred to below).

WHEREAS, **TRADER MERGER CORP.**, a Delaware corporation (to be merged with and into IPC (as defined below), with the survivor thereof merged with and into IPC Systems (as defined below), the "**Company**"), **TSW NETHERLANDS HOLDINGS C.V.**, a limited partnership (*commanditaire vennootschap*) organized under the laws of the Netherlands and an indirect wholly owned Subsidiary of the Company (the "**Overseas Borrower**"), **TRADER ACQUISITION CORP.**, a Delaware corporation ("**Holdings**"), **IPC ACQUISITION CORP.**, a Delaware corporation ("**IPC**"), **IPC INFORMATION SYSTEMS, LLC**, a Delaware limited liability company (to be converted into a Delaware corporation and renamed IPC Systems, Inc., "**IPC Systems**"), and certain subsidiaries of the Company have entered into that certain First Lien Credit Agreement, dated as of September 29, 2006 (as amended, supplemented, replaced or otherwise modified from time to time, the "**Credit Agreement**"), with the Lenders from time to time party thereto, CIT, as Administrative Agent and Collateral Agent, and **JPMORGAN CHASE BANK, N.A.** and **MORGAN STANLEY SENIOR FUNDING, INC.**, as Co-Syndication Agents.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Grantors under the Credit Agreement that the Grantors shall have executed and delivered that certain First Lien Security Agreement, dated as of September 29, 2006, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in Security Agreement, and, if not therein defined, in the Credit Agreement

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the Patents, including, without limitation, those items listed on Schedule 1 hereto. The security interest granted hereby has been granted by the

Lenders in connection with the Credit Agreement and Security Agreement and is expressly subject to the terms and conditions thereof.

SECTION 3. Recordation. This Patent Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

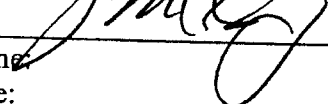
SECTION 5. Governing Law. This Patent Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Conflict Provision. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement, the terms and provisions of which (including the rights and remedies of each party hereto provided for therein) are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this Patent Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.


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IN WITNESS WHEREOF, each of the undersigned has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

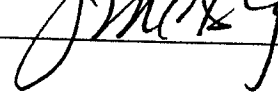
TRADER MERGER CORP

By: 
Name:
Title:

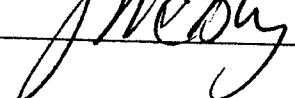
TRADER ACQUISITION CORP

By: 
Name:
Title:

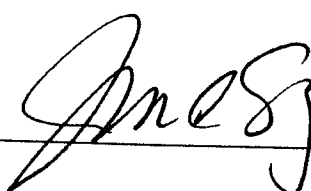
IPC ACQUISITION CORP.

By: 
Name:
Title:

IPC INFORMATION SYSTEMS, LLC

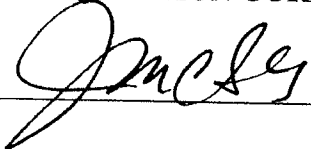
By: 
Name:
Title:

**IPC INFORMATION SYSTEMS, LLC on
behalf of TSW NETHERLANDS HOLDINGS
C.V.**

By: 
Name:
Title:

(First Lien Patent Security Agreement)


GAINS ACQUISITION CORP.,

By: 
Name:
Title:

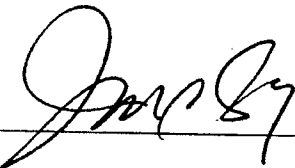
IPC COMMAND SYSTEMS, INC.,

By: 
Name:
Title:

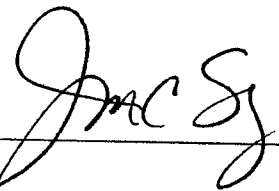
IPC FUNDING CORP.,

By: 
Name:
Title:

**IPC INFORMATION SYSTEMS FAR EAST
INC.,**


By: 
Name:
Title:

**IPC INFORMATION SYSTEMS HOLDINGS,
INC.,**

By: 
Name:
Title:

(First Lien Patent Security Agreement)

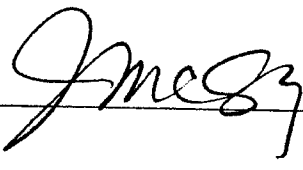
**IPC INFORMATION SYSTEMS HOLDINGS,
L.L.C.,**

By: 
Name:
Title:

**IPC INFORMATION SYSTEMS HOLDINGS
USA, INC.,**

By: 
Name:
Title:

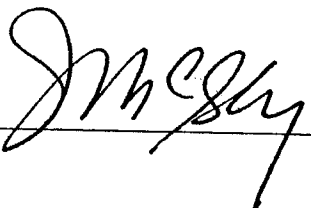
**IPC INFORMATION SYSTEMS HOLDINGS
USA, L.L.C.,**

By: 
Name:
Title:

**IPC INFORMATION SYSTEMS SERVICES,
INC.,**

By: 
Name:
Title:

**IPC INFORMATION SYSTEMS SERVICES,
L.L.C.,**

By: 
Name:
Title:

(First Lien Patent Security Agreement)

IPC NETWORK SERVICES, INC,

By: Jamesy
Name: _____
Title: _____

V BAND CORPORATION,

By: Jamesy
Name: _____
Title: _____

GEO911, INC.,

By: Jamesy
Name: _____
Title: _____


GAINS ASIA ACQUISITION CORP.

By: Jamesy
Name: _____
Title: _____

HNG CORP.

By: Jamesy
Name: _____
Title: _____

CIT LENDING SERVICES CORPORATION,
as Collateral Agent

By: 
Name: *Daniel J. King, Jr.*
Title: *Vice President*

(First Lien Patent Security Agreement)

Schedule 1

U.S. Patent Registrations and Applications

Registered Owner	Docket No./Title	Appln. No./Date	Patent No./Issue Date	Expiration Date
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-0011 US Multi-Line Telephone Communications System	06/883,295 July 7, 1986	4,998,275 Mar. 5, 1991	March 5, 2008
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-0012 FR Telephone Handset and Speaker	DES 855,145	855,145 Nov. 4, 1985	Nov. 4, 2010
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4033 US Distributed Control Switching Network for Multi-Line Telephone Communication	07/766,047 Sept. 26, 1991	5,255,264 Oct. 19, 1993	Oct. 19, 2010
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4033 EP Distributed Control Switching Network for Multi-Line Telephone Communication	92308767.0 Sept. 25, 1992	0534784 Aug. 29, 2001	Sept. 25, 2012
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4033 FR Distributed Control Switching Network for Multi-Line Telephone Communication	92308767.0 Sept. 25, 1992	0534784 Aug. 29, 2001	Sept. 25, 2012
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4033 DE Distributed Control Switching Network for Multi-Line Telephone Communication	92308767.3 Sept. 25, 1992	0534784 Aug. 29, 2001	Sept. 25, 2012
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4033 SE Distributed Control Switching Network for Multi-Line Telephone Communication	92308767.0 Sept. 25, 1992	0534784 Aug. 29, 2001	Sept. 25, 2012

Registered Owner	Docket No./Title	Appln. No./ Date	Patent No./ Issue Date	Expiration Date
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4033 UK Distributed Control Switching Network for Multi-Line Telephone Communication	92308767.0 Sept. 25, 1992	0534784 Aug. 29, 2001	Sept. 25, 2012
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4033 HK Distributed Control Switching Network for Multi-Line Telephone Communication	98114104.7 Sept. 25, 1992	1012827 8/6/1999	Sept. 25, 2012
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4033 JP Distributed Control Switching Network for Multi-Line Telephone Communication	280842/92 Sept. 25, 1992	3605121 Oct. 8, 2004	Sept. 25, 2012
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4034 US1 Distributed Clocking System	07/766,647 Sept. 26, 1991	5,577,075 Nov. 19, 1996	Nov. 19, 2013
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4034 US2 Distributed Clocking System	FWC 08/918,006 Aug. 25, 1997	5,870,441 Feb. 9, 1999	Feb. 9, 2016
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4035 US Conferencing System For Distributed Switching Network	07/766,649 Sept. 26, 1991	5,379,280 Jan. 3, 1995	Jan. 03, 2012
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4036 EP Broadcast System for Controlled Distributed Switching Network	92308768.8 Sept. 25, 1992	0534785 Jan. 9, 2002	Sept. 25, 2012
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4036 FR Broadcast System for Controlled Distributed Switching Network	92308768.8 Sept. 25, 1992	0534785 Jan. 9, 2002	Sept. 25, 2012

Registered Owner	Docket No./Title	Appln. No./ Date	Patent No./ Issue Date	Expiration Date
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4036 DE Broadcast System for Controlled Distributed Switching Network	69232333.3 Sept. 25, 1992	0534785 Jan. 9, 2002	Sept. 25, 2012
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4036 UK Broadcast System for Controlled Distributed Switching Network	92308768.8 Sept. 25, 1992	0534785 Jan. 9, 2002	Sept. 25, 2012
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4036 JP1 Broadcast System for Controlled Distributed Switching Network	2002-128734 Sept. 28, 1992	3785379 March 24, 2006	Sept. 28, 2012
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4036 JP Broadcast System for Controlled Distributed Switching Network	283764/92 Sept. 28, 1992	3569294 June 25, 2004	Sept. 28, 2012
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4037 US1 Channel Allocation System for Digital Switching Network	FWC 08/424,587 Apr. 17, 1995	5,623,489 Apr. 22, 1997	April 22, 2014
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4039 EP Key Telephone With Virtual Private Lines	92308766.2 Sept. 25, 1992	0534783 May 6, 1999	Sept. 25, 2012
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4039 FR Key Telephone With Virtual Private Lines	92308766.2 Sept. 25, 1992	0534783 May 6, 1999	Sept. 25, 2012
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4039 DE Key Telephone With Virtual Private Lines	92308766.2 Sept. 25, 1992	69229092.2 May 6, 1999	Sept. 25, 2012

Registered Owner	Docket No./Title	Appln. No./ Date	Patent No./ Issue Date	Expiration Date
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4039 SE Key Telephone With Virtual Private Lines	92308766.2 Sept. 25, 1992	0534783 May 6, 1999	Sept. 25, 2012
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4039 UK Key Telephone With Virtual Private Lines	92308766.2 Sept. 25, 1992	0534783 May 6, 1999	Sept. 25, 2012
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4039 HK Key Telephone With Virtual Private Lines	98114103.8 Sept. 25, 1992	1012826 Aug. 6, 1999	Sept. 25, 1992
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4039 JP Key Telephone With Virtual Private Lines	280843/92 Sept. 25, 1992	3370357 Nov. 15, 2002	Sept. 25, 2012
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4050 US Shared Buffer Switching Module	CIP 08/249,792 May 25, 1994	5,535,197 July 9, 1996	July 9, 2013
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4055 US Key Telephone With Virtual Private Lines	REI 08/283,282 July 29, 1994 Reissue of 5,214,691 issued May 25, 1993	RE 36,354 Oct. 26, 1999	Sept. 26, 2011
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	0416-4082 US1 Remotely Accessible Key Telephone System	08/657,396 June 3, 1996	6,212,177 B1 Apr. 3, 2001	June 3, 2016
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	EP A Method of Synchronizing the replay of Audio Data	EP 01301206 Feb. 12, 2001	EP 1,124,358 Aug. 16, 2001	Feb. 12, 2021

Registered Owner	Docket No./Title	Appln. No./ Date	Patent No./ Issue Date	Expiration Date
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	GB A Method of Synchronizing the replay of Audio Data	0003054.4 Feb. 11, 2000	2359216 Sept. 30, 2003	Feb. 11, 2020
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	HK A Method of Synchronizing the replay of Audio Data	01108043.9 Feb. 12, 2001	1037290 Feb. 1, 2002	Feb. 12, 2021
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	JP A Method of Synchronizing the replay of Audio Data	2001-36082 Feb. 13, 2001	N/A	N/A
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	SG A Method of Synchronizing the replay of Audio Data	200100759-0 Feb. 12, 2001	94759 Apr. 29, 2005	Feb. 12, 2021
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	03465.000100.PV US Systems, Methods, Apparatus and Computer Code for Trading Communications	60/743,390 March 1, 2006	N/A	March 1, 2007
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	03465.000100 US System, Method and Apparatus for Recording and Reproducing Trading Communications	11/276,794 March 14, 2006	N/A	N/A
IPC Information Systems, LLC (to be re-named IPC Systems, Inc.)	03465.000101.PV US System and Method for Forwarding Calls or Other Trade Floor Related Information Between Turrets	60/743,478 March 14, 2006	N/A	March 14, 2007
V Band Corporation	Communications Work Station	D/011,285 July 30, 1993	D 349709 Aug. 16, 1994	August 16, 2008