

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
SER Solutions, Inc.	08/30/2007
RECEIVING PARTY DATA	
Name:	Atalaya Administrative LLC
Street Address:	590 Madison Avenue
Internal Address:	28th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11590772
CORRESPONDENCE DATA	
Fax Number:	(202)551-0214
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-551-1814
Email:	johnretsos@paulhastings.com
Correspondent Name:	John K. Retsos
Address Line 1:	875 15th Street N.W.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
NAME OF SUBMITTER:	John K. Retsos
Total Attachments: 5	
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source=First Amendment to Patent Agreement#page2.tif	
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CH \$40.00 11590772

**FIRST AMENDMENT TO
PATENT SECURITY AGREEMENT**

This FIRST AMENDMENT TO PATENT SECURITY AGREEMENT, dated as of this 30th day of August, 2007 (this "Amendment"), is entered into pursuant to Section 5 of that certain Patent Security Agreement, dated as of February 27, 2006 (the "Patent Security Agreement"), by and between SER SOLUTIONS, INC., a Virginia corporation ("Grantor"), in favor of ATALAYA ADMINISTRATIVE LLC, a Delaware limited liability company (as successor administrative agent to Magnetar Financial LLC), as administrative agent for the Lender Group (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, Grantor and Agent are parties to the Patent Security Agreement submitted for recordation with the United States Patent and Trademark Office on February 27, 2006, and recorded on reel number 017223, frame 0075 of the records of that office (as amended, restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement"); and

WHEREAS, Grantor and Agent wish to amend the Patent Security Agreement by adding certain Patents to the Patent Collateral;

NOW, THEREFORE, in consideration of the promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Agent hereby agree to amend the Patent Security Agreement as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Patent Security Agreement, or in the Security Agreement or Credit Agreement referenced therein as applicable.

2. Addition of Patent Collateral. Grantor and Agent hereby agree that the Patents listed on Attachment A hereto shall be and become part of the Patent Collateral referred to in the Patent Security Agreement and listed on Schedule 1 thereto, and shall secure the payment and performance of all of the Secured Obligations, whether now existing or arising hereafter.

3. Reaffirmation; Grant of Security Interest. Grantor hereby:

(a) reaffirms all prior grants of security interests in favor of Agent, for the benefit of the Lender Group, in all of Grantor's right, title and interest in, to and under the Patent Collateral identified on Schedule 1 to the Patent Security Agreement prior to the effectiveness of this Amendment;

(b) grants to Agent, for the benefit of the Lender Group, a continuing first priority (subject to Permitted Liens) security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired: (i) all of Grantor's Patents and/or Patent applications identified in Attachment A hereto; (ii) all reissues, continuations, restorations, reversions, renewals or extensions of the foregoing; and (iii) all

products and proceeds of such Patents and/or Patent applications , including any claim by Grantor against third parties for past, present or future infringement or dilution of such Patents and/or Patent applications; and

(c) agrees that the Patent Security Agreement, as amended hereby, is and shall remain in full force and effect.

4. Choice of Law. This Amendment shall be governed by, and construed and enforced in accordance with the laws of the State of New York.

5. Counterparts: Execution. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement.

6. Loan Document. This Amendment is a Loan Document.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first set forth above.

SER SOLUTIONS, INC., a Virginia corporation

By: Todd Bejian

Name: TODD BEJIAN

Title: Counsel + Asst. Secy.

ATALAYA ADMINISTRATIVE LLC, a
Delaware limited liability company

By: _____

Name: _____

Title: _____

FIRST AMENDMENT TO PATENT SECURITY AGREEMENT

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first set forth above.

SER SOLUTIONS, INC., a Virginia corporation

By: _____

Name: _____

Title: _____

ATALAYA ADMINISTRATIVE LLC, a
Delaware limited liability company

By:  _____

Name: Ivan Q. Zinn

Authorized Signatory

Title: _____

FIRST AMENDMENT TO PATENT SECURITY AGREEMENT

ATTACHMENT A
TO
FIRST AMENDMENT TO PATENT SECURITY AGREEMENT

U.S. PATENT APPLICATIONS

Title	Product Area	Serial No.	Filing Date
Methods And Apparatus For Audio Data Analysis And Data Mining Using Speech Recognition	Speech Analytics	11590772	November 11, 2006

LEGAL_US_W # 56972683.1

RECORDED: 10/18/2007

PATENT
REEL: 019983 FRAME: 0454