

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
Trinity Convergence, Inc.	02/21/2006

RECEIVING PARTY DATA

Name:	Square 1 Bank
Street Address:	406 Blackwell Street
Internal Address:	Crowe Building
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11452118

CORRESPONDENCE DATA

Fax Number: (703)748-0244  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (703) 760-5200  
Email: tbergert@williamsmullen.com  
Correspondent Name: Thomas F. Bergert  
Address Line 1: 8270 Greensboro Drive, Suite 700  
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:

048454.0009

NAME OF SUBMITTER:

Thomas F. Bergert

Total Attachments: 5

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 21, 2006 by and between SQUARE 1 BANK ("Bank") and TRINITY CONVERGENCE, INC., a North Carolina corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C 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 Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan 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 Loan 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 Loan 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

This Agreement and Bank's security interest hereunder shall terminate upon the earlier of (i) the date that all Obligations (as defined in the Loan Agreement) have been indefeasibly paid in full or (ii) the date upon which Bank has received evidence that Borrower has received at least \$7,000,000 in New Equity (as defined in the Loan Agreement) provided such evidence is provided on or prior to May 21, 2006.

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.

GRANTOR:

Address of Grantor:

2525 Meridian Parkway  
Suite 240  
Durham, NC 27713

Attn: Mike Ederle - CFO

TRINITY CONVERGENCE, INC.

By: 

Title: CEO

BANK:

Address of Bank:

406 Blackwell Street, Suite 240  
Crowe Building  
Durham, NC 27701

Attn: Manager

SQUARE 1 BANK

By: 

Title: VP

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
	None.		

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
System, software and method for implementing an integrated, device independent, packet telephony framework software solution	6985480	1/10/2006

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Designing Voip for Life	78-777557	12/20/2005
Vericall Edge	78-605942	4/11/2005
Vericall	76-214209	2/23/2001

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