

PATENT ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | First Supplemental First Lien Patent Security Agreement |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| IPC Systems, Inc. | 04/17/2012 |
| RECEIVING PARTY DATA | |
| Name: | JPMorgan Chase Bank, N.A., as Collateral Agent |
| Street Address: | 1111 Fannin Street, Floor 10 |
| City: | Houston |
| State/Country: | TEXAS |
| Postal Code: | 77002 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 7904056 |
| CORRESPONDENCE DATA | |
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| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | |
| Correspondent Name: | Genevieve Dorment, Esq. |
| Address Line 1: | Simpson Thacher & Bartlett LLP |
| Address Line 2: | 425 Lexington Avenue |
| Address Line 4: | New York, NEW YORK 10017 |
| ATTORNEY DOCKET NUMBER: | 047130/0001 |
| NAME OF SUBMITTER: | Genevieve Dorment |
| Total Attachments: 5 source=IPCFLPat#page1.tif source=IPCFLPat#page2.tif source=IPCFLPat#page3.tif source=IPCFLPat#page4.tif source=IPCFLPat#page5.tif | |

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FIRST SUPPLEMENTAL FIRST LIEN PATENT SECURITY AGREEMENT

FIRST SUPPLEMENTAL FIRST LIEN PATENT SECURITY AGREEMENT, dated as of April 17, 2012 (as amended, restated, supplemented or otherwise modified from time to time, this "First Supplemental Patent Security Agreement"), is made by and among IPC Systems, Inc., a Delaware corporation (the "Company") in favor of JPMORGAN CHASE BANK, N.A. ("JPMCB"), as collateral agent (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, 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 (together with the Company, the "Borrowers") and IPC Systems Holding Corp., a Delaware corporation, have entered into an Amended and Restated First Lien Credit Agreement, dated as of March 22, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the lending institutions from time to time parties thereto (the "Lenders"), JPMCB, as Administrative Agent and Collateral Agent, Goldman Sachs Credit Partners L.P. and UBS Securities LLC, as Co-Syndication Agents, and CIT Lending Services Corporation and Fortis Capital Corp., as Co-Documentation Agents, pursuant to which the Lenders have severally agreed to make Loans to the Borrowers, and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, it is a condition precedent to the obligation of the Lenders and the Letter of Credit Issuer to make their respective Extensions of Credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered the First Lien Security Agreement, dated as of May 31, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent for the ratable benefit of the Secured Parties; and

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 to execute this First Supplemental 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 Company agrees 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. As security for the payment or performance, as the case may be, in full of the Obligations, the Company hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of its right, title and interest in and to the Patents, including, without limitation, those items listed on Schedule I

hereto. The security interest granted hereby has been granted by the Lenders in connection with the Credit Agreement and the Security Agreement and is expressly subject to the terms and conditions thereof.

SECTION 1. SECTION 3. Recordation. This First Supplemental Patent Security Agreement has been executed and delivered by the Company for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Company authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this First Supplemental Patent Security Agreement.

SECTION 2. SECTION 4. Execution in Counterparts. This First Supplemental Patent Security Agreement may be executed in any number of counterparts (including by facsimile or other electronic transmission), 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 3. SECTION 5. Governing Law. This First Supplemental Patent Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

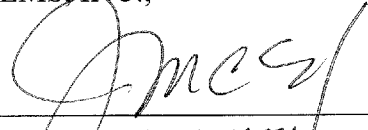
SECTION 4. SECTION 6. Conflict Provision. This First Supplemental Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement, the terms and provisions of which (including the rights and remedies of each party hereto provided for therein) are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this First Supplemental 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 First Supplemental Patent Security Agreement to be duly executed and delivered as of the date first above written.

IPC SYSTEMS, INC.,

by



Name: JOHN McSherry
Title: SVP, Secretary

JPMORGAN CHASE BANK, N.A., as Collateral
Agent,

by

 A. B. Kern

Name:

Title:

Ann B. Kerns
Vice President

[SIGNATURE PAGE TO IPC FIRST SUPPLEMENTAL FIRST LIEN PATENT SECURITY AGREEMENT]

PATENT
REEL: 028285 FRAME: 0691

Schedule I

U.S. Patent Registrations and Applications

| <u>Registered Owner</u> | <u>Docket No./Title</u> | <u>Appln. No.</u> | <u>Patent No./</u> | <u>Issue Date</u> |
|--------------------------------|--------------------------------|--------------------------|---------------------------|--------------------------|
| IPC Systems, Inc. | 03465.000100 | 11/276,794 | 7904056 | 3/8/2011 |