

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Supplemental Second Lien Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
IPC Systems, Inc.	04/17/2012
RECEIVING PARTY DATA	
Name:	Goldman Sachs Credit Partners L.P., as Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7904056
CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
Phone:	(212) 455-3605
Email:	ksolomon@stblaw.com
<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=IPCSLPat#page1.tif source=IPCSLPat#page2.tif source=IPCSLPat#page3.tif source=IPCSLPat#page4.tif source=IPCSLPat#page5.tif	

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FIRST SUPPLEMENTAL SECOND LIEN PATENT SECURITY AGREEMENT

FIRST SUPPLEMENTAL SECOND 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 GOLDMAN SACHS CREDIT PARTNERS L.P. ("GSCP"), 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 and IPC Systems Holding Corp., a Delaware corporation, have entered into a Second Lien Credit Agreement, dated as of May 31, 2007, as amended on November 28, 2008 (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"), GSCP as Administrative Agent and Collateral Agent, JPMorgan Chase Bank, N.A. 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 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 Company under the Credit Agreement that the Grantors shall have executed and delivered the Second 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 M. Sherry
Title: Secretary

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent,

by

A handwritten signature in black ink, appearing to read "D. Tansey", is written over a horizontal line.

Name:

Title:

Douglas Tansey
Authorized Signatory

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

PATENT
REEL: 028285 FRAME: 0757

Schedule I

U.S. Patent Registrations and Applications

Registered Owner	Docket No./Title	Appl. No.	Patent No./	Issue Date
IPC Systems, Inc.	03465.000100	11/276,794	7904056	3/8/2011