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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101767959

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Brite Voice Systems, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State of Kansas Other

2. Name and address of receiving party(ies) Name: Bank of America, N.A. Internal Address: Street Address: 55 South Lake Ave., Suite 900 City: Pasadena State: CA Zip: 91101 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other National Banking Association

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: August 13, 1999

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/018975

B. Trademark Registration No.(s) 2068711; 2108191; 1866295; 1919307; 1914098; 1684774; 1552540; 1343542

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Margaret A. Boulware Internal Address: Street Address: Jenkens & Gilchrist P.C. 1100 Louisiana, Suite 1800 City: Houston State: TX Zip: 77002

6. Total number of applications and registrations involved: 9 7. Total fee (37 CFR 3.41) \$ 240.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Margaret A. Boulware Name of Person Signing Margaret A. Boulware Signature June 21, 2001 Date

07/02/2001 8TON1 00000108 75018975 40.00 00 200.00 00

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002322 FRAME: 0759

TRADEMARK SECURITY AGREEMENT

(Brite Voice Systems, Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between BRITE VOICE SYSTEMS, INC., a Kansas corporation ("Debtor"), and BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association ("Secured Party"), acting in its capacity as Agent pursuant to that certain Credit Agreement dated effective as of June 1, 1999 (as amended, restated, or otherwise modified, the "Credit Agreement") among InterVoice, Inc., Brite Voice Systems, Inc. (successor by merger to InterVoice Acquisition Subsidiary III, Inc.), Secured Party (formerly Bank of America National Trust and Savings Association), and each of the "Lenders" party thereto.

RECITALS:

A. Debtor and Secured Party are parties to that certain Pledge and Security Agreement, dated as of June 1, 1999 (as amended, restated, or otherwise modified, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration"), and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, to the extent allowable under the license agreement, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, and Trademark License, including, without limitation, any Trademark, Trademark Registration, and Trademark License

referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 13th day of August, 1999.

DEBTOR:

BRITE VOICE SYSTEMS, INC.

By: 

Name: ROB-ROY J. GRAHAM

Title: Chief Financial Officer

SECURED PARTY:

BANK OF AMERICA, NATIONAL ASSOCIATION
(formerly Bank of America National Trust and Savings
Association), as Agent

By: 

Name: Michael J. McCutchin

Title: Managing Director

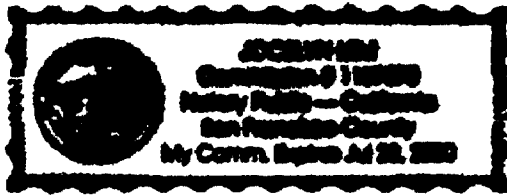
STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

This instrument was acknowledged before me this 21st day of ~~August~~ ^{September}, 1999, by Deelyn Lem,
as Notary Public of Bank of America, National Association, a national banking association, on behalf
of such bank.

{Seal}

Deelyn Lem
Notary Public in and for the State of California

My commission expires: _____



Schedule 1
To
Trademark Security Agreement

Intellectual Property

Trademark or Service Mark Registrations:

BRITEDEBIT 2,068,711 6/10/97
BRINGING PEOPLE & INFORMATION TOGETHER 2,108,191 10/28/97
VOICESELECT 1,866,295 12/6/94
WRITE-1 1,919,307 9/19/95
BRITEFAX 1,809,602 12/7/93
VALUE ADED CLASSIFIEDS 1,830,913 4/12/94
BRITEMAIL 1,801,931 11/2/93
WRITE-1 1,914,098 8/22/95
TELESCHOOL 1,805,570 11/16/93
BRITE 1,684,774 4/28/92
PERCEPTION TECHNOLOGY 1,552,540 8/22/89
BRITE 1,343,542 6/18/85

Trademark or Service Mark Applications:

BRITECONNECT 75-377,551
M-CUBED 75-221,561
APPCONNECT 75-206,298
BRITE AND DESIGN 75-018,975