

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spectralink Corporation		12/14/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as administrative agent		
Street Address:	2200 Ross Avenue		
Internal Address:	5th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78722142	SPECTRALINK	
Serial Number:	78722109	SPECTRALINK	
Registration Number:	2994870	SPECTRALINK	
Registration Number:	1851886	SPECTRALINK	
CORRESPONDENCE DATA			
Fax Number:	(214)855-4300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2148554500		
Email:	awalker@jenkens.com		
Correspondent Name:	Andrea Walker		
Address Line 1:	1445 Ross Avenue		
Address Line 2:	Suite 3700		
Address Line 4:	Dallas, TEXAS 75202-2799		
ATTORNEY DOCKET NUMBER:	12283-095		

CH \$115.00 78722142

NAME OF SUBMITTER:	ANDREA WALKER
Signature:	/Andrea Walker/
Date:	01/09/2006
Total Attachments: 6 source=12283-195 tm sec agr#page1.tif source=12283-195 tm sec agr#page2.tif source=12283-195 tm sec agr#page3.tif source=12283-195 tm sec agr#page4.tif source=12283-195 tm sec agr#page5.tif source=12283-195 tm sec agr#page6.tif	

TRADEMARK SECURITY AGREEMENT

WHEREAS, SPECTRALINK CORPORATION, a Delaware corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, JPMorgan Chase Bank, N.A., as administrative agent ("Secured Party"), and the lenders party thereto have entered into that certain Credit Agreement dated December 9, 2005 (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by the Lenders; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of the date hereof (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), among Grantor, Spectralink International Corporation and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor'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 and Trademark application, including, without limitation, the Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest 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, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 9th day of December, 2005.

Acknowledged:

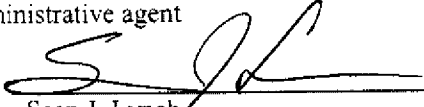
GRANTOR:

SPECTRALINK CORPORATION

By: _____
David I. Rosenthal, Executive Vice President
and Chief Financial Officer

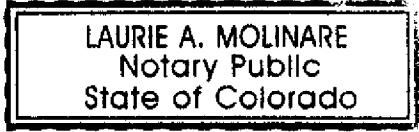
SECURED PARTY:

JPMORGAN CHASE BANK, N.A., as
administrative agent

By:  _____
Sean J. Lynch
Vice President

ACKNOWLEDGEMENT

STATE OF CO §
COUNTY OF Boulder §



The foregoing instrument was acknowledged before me this 14 day of December, 2005 by David I. Rosenthal, as Executive Vice President and Chief Financial Officer of SpectraLink Corporation, a Delaware corporation, for and on behalf of said corporation.

Laurie A. Molinare
Notary Public

{Seal}

My commission expires:
11.18.2008

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

On the ___ day of December, 2005, before me personally appeared Sean J. Lynch, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President of JPMorgan Chase Bank, N.A. who being by me duly sworn, did depose and say that he is Vice President of JPMorgan Chase Bank, N.A., the association described in and which executed the foregoing instrument; and that he acknowledged said instrument to be the free act and deed of said association.

Notary Public

{Seal}

My commission expires:

ACKNOWLEDGEMENT

STATE OF _____

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of December, 2005 by David I. Rosenthal, as Executive Vice President and Chief Financial Officer, for and on behalf of said corporation.

{Seal}

Notary Public

My commission expires:

ACKNOWLEDGEMENT

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

On the 8 day of December, 2005, before me personally appeared Sean J. Lynch, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President of JPMorgan Chase Bank, N.A. who being by me duly sworn, did depose and say that he is Vice President of JPMorgan Chase Bank, N.A., the association described in and which executed the foregoing instrument; and that he acknowledged said instrument to be the free act and deed of said association.

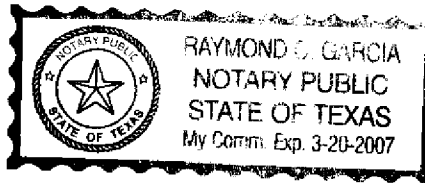
{Seal}



Notary Public

My commission expires:

3-20-2007



Schedule 1
to Trademark
Security Agreement

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date
SpectraLink Corporation	United States	SPECTRALINK	Application No. 78/440,928; Registration No. 2,994,870	6/24/04	9/13/15
SpectraLink Corporation	United States	SPECTRALINK	Application No. 74/115,982; Registration No. 1,851,886	11/15/1990	8/30/2014
SpectraLink Corporation	United States	SPECTRALINK LOGO (Black/White)	Application No. 78/722,142;	9/28/05	N/A
SpectraLink Corporation	United States	SPECTRALINK LOGO (Color)	Application No. 78/722,109	9/28/05	N/A

Trademark Licenses

None

Trademark Applications

None