

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
Comdial Corporation		04/28/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Charter Bank: CALIFORNIA

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2226778	AIR IMPACT
Registration Number:	2419569	AVALON
Registration Number:	1697486	COMDIAL
Registration Number:	1085372	COMDIAL
Registration Number:	2759212	COMDIAL-THE RISING STAR
Serial Number:	76571926	CONVERSIP
Registration Number:	2647790	CORPORATE CALL
Registration Number:	2354479	CTVOICE
Registration Number:	2684510	DX-80
Registration Number:	1732037	DXP
Registration Number:	2052155	DXP PLUS
Registration Number:	2111092	PATI
Registration Number:	1912304	QUICKQ
Registration Number:	2158831	QUIKTRAK
Registration Number:	2751281	SOUNDPIPE

OP \$590.00 2226778

Serial Number:	76137884	SOUNDPIPE
Registration Number:	1988219	TRACKER
Registration Number:	2196922	WIDEOPEN
Registration Number:	2126725	WIDEOPEN.OFFICE
Serial Number:	76575929	CONVERSIP
Registration Number:	2147099	INNTOUCH CONCIERGE
Registration Number:	2116904	VOYAGER
Registration Number:	1879362	AMERICAN PHONE CENTERS

CORRESPONDENCE DATA

Fax Number: (404)962-6785
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-885-3406
Email: trademarks@troutmansanders.com
Correspondent Name: Troutman Sanders LLP
Address Line 1: 600 Peachtree Street NE
Address Line 2: Suite 5200
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.376
NAME OF SUBMITTER:	Daniele E. Bourgeois, Esq.

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 28, 2004 by and between SILICON VALLEY BANK ("Bank") and COMDIAL CORPORATION ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein, unless otherwise defined, 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, patents, and mask works 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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 (as such term is defined in the Loan Agreement), including without limitation those copyrights, patents, trademarks and mask works listed on Exhibits A, B, C, and D 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.

[Signatures appear on following page]

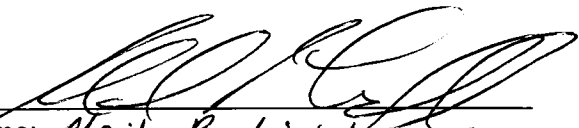
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

COMDIAL CORPORATION

106 Cattlemen Road
Sarasota, Florida 34232

By: 
Name: Neil P. Lichtenhan
Title: President & CEO

Attn: Ken Clinebell

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: _____
Name: _____
Title: _____

Attn: _____

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:

COMDIAL CORPORATION

106 Cattlemen Road
Sarasota, Florida 34232

By: _____
Name: _____
Title: _____

Attn: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: William L. Yang
Name: WILLIAM L. YANG
Title: VICE PRESIDENT

Attn: Commercial Finance Division

EXHIBIT A

Copyrights

<u>Owner</u>	<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Comdial Corporation	Enterprise Developer's Tool Kit (computer program)	TXu-534-463	July 1, 1992

EXHIBIT B

Patents

<u>Owner</u>	<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Comdial Corporation	System, Method, and Computer Program Product for Managing a Carrier Exchange Network	Pat. No. 6,480,898 B1	Issued: 11/12/02
Comdial Corporation	Method, System, and Computer Program Product for Extending the Functionality of a Personal Information Manager to Telephone System Interactions	Pat. No. 6,526,274 B1	Issued: 02/25/03
Comdial Corporation	System, Method and Computer Program Product for Point-to-Point Bandwidth Conversation in an IP Network	App. No. 09/430,297	Filed 10/29/99
Comdial Corporation	System, Method and Computer Program Product for Diagnostic Supervision of Internet Connections	Pat. No. 6,553,515 B1	Issued: 04/22/03
Comdial Corporation	System, Method and Computer Program Product for Diagnostic Supervision of Internet Connections	PCT/US00/24872	Filed: 09/11/00
Comdial Corporation	Method, System and Computer Program Product Providing Voice Over the Internet Communication	App. No. 09/393,658	Filed: 09/10/99
Comdial Corporation	Method, System and Computer Program Product for Managing Database Servers and Services	App. No. 09/527,915	Filed: 03/17/00
Comdial Corporation	Method, System, and Computer Program Product For Managing Routing Servers And Services	App. No. 09/527,920	Filed 03/17/00
Comdial Corporation	Method, System and Computer Program Product for Managing Jitter	Pat. No. 6,665,317 B1	Issued: 12/16/03
Comdial Corporation	Method, System and Computer Program Product for Route Quality Management	App. No. 09/660,920	Filed 9/13/00
Comdial Corporation	Systems and Methods for Information Exchange and Synchronization Using DTMF Over Telephone Communication Channels	App. No. 10/033,372	Filed: 10/17/01

<u>Owner</u>	<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Comdial Corporation	Dynamic Telephone Configuration	App. No. 10/779,671	Filed: 02/18/04
Comdial Corporation	Last Number Redial Device	Pat. No. 4,508,939	Issued: 04/02/85 (expired)
Comdial Corporation	Energy Management Circuit	Pat. No. 4,547,629	Issued: 10/15/85 (expired)
Comdial Corporation	Digital Multitone Generator for Telephone Dialing	Pat. No. 4,058,805	Issued: 11/15/77 (expired)
Comdial Corporation	Last Number Redial Device	Pat. No. 4,581,488	Issued: 04/08/86
Comdial Corporation	Digital Multitone Generator for Telephone Dialing	Pat. No. 4,142,184	Issued: 02/27/79 (expired)

EXHIBIT C

Trademarks

<u>Owner</u>	<u>Description</u>	<u>Registration/Application Number (USA unless otherwise noted)</u>	<u>Registration/Application Date</u>
Comdial Corporation	AIR IMPACT	Reg. No. 2226778	2/23/99
Comdial Corporation	AVALON	Reg. No. 2419569	1/9/01
Comdial Corporation	COMDIAL	Reg. No. 1697486	6/30/92
Comdial Corporation	COMDIAL	Reg. No. 1085372	2/14/78
Comdial Corporation	COMDIAL	Canada Reg. No. TMA 317475	8/15/86
Comdial Corporation	COMDIAL	Egypt App. No. 102528	8/7/96
Comdial Corporation	COMDIAL	Germany Reg. No. 1070121	7/20/93
Comdial Corporation	COMDIAL	Italy Reg. No. 2106583	8/4/83
Comdial Corporation	COMDIAL	France Reg. No. 1262584	9/14/83
Comdial Corporation	COMDIAL	Mexico Reg. No. 565162	11/27/97
Comdial Corporation	COMDIAL	S. Arabia Reg. No. 405/16	6/1/97
Comdial Corporation	COMDIAL	Switz. Reg. No. 327040	7/21/83
Comdial Corporation	COMDIAL	UK Reg. No. 1198490	9/20/91
Comdial Corporation	COMDIAL – THE RISING STAR	Reg. No. 2759212	9/2/03
Comdial Corporation	CONVERSIP	76/571926	Filed: 1/16/04
Comdial Corporation	CORPORATE CALL	Reg. No. 2647790	11/12/02
Comdial Corporation	CTVOICE	Reg. No. 2354479	6/6/00
Comdial Corporation	DX-80	Reg. No. 2684510	2/4/03
Comdial Corporation	DXP	Reg. No. 1732037	11/10/92
Comdial Corporation	DXP-PLUS	Reg. No. 2052155	4/15/97
Comdial Corporation	MAXPLUS	Canada Reg. No. 318145	9/5/86
Comdial Corporation	PATI	Reg. No. 2111092	11/4/97
Comdial Corporation	QUICKQ	Reg. No. 1912304	8/15/95
Comdial Corporation	QUIKTRAK	Reg. No. 2158831	5/19/98
Comdial Corporation	SOUNDPIPE & DESIGN	Reg. No. 2751281	8/12/03
Comdial Corporation	SOUNDPIPE & DESIGN	App. No. 76/137884	Filed: 9/29/00
Comdial Corporation	TRACKER	Reg. No. 1988219	7/23/96
Comdial Corporation	VOICE EXPRESS	Canada Reg. No. 400213	7/17/92
Comdial Corporation	VOICE EXPRESS	UK Reg. No. B1196867	5/31/83
Comdial Corporation	WIDEOPEN	Reg. No. 2196922	10/20/98
Comdial Corporation	WIDEOPEN.OFFICE	Reg. No. 2126725	1/6/98
Comdial Corporation	CONVERSIP	App. No. 76/575929	Filed: 2/17/04

Comdial Corporation	INNTOUCH CONCIERGE & Design	Reg. No. 2147099	3/31/98
Comdial Corporation	VOYAGER	Reg. No. 2116904	11/25/97
Comdial Corporation	AMERICAN PHONE CENTERS & Design	Reg. No. 1879362	2/14/95