

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sorenson Communications, Inc.		11/16/2005	CORPORATION: UTAH

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	1455 Market Street
Internal Address:	5th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	National Banking Association: NORTH CAROLINA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2646114	ENVISION
Registration Number:	2371248	SIGNLINK
Registration Number:	2888478	SORENSEN VRS
Serial Number:	76608432	CAPIP
Serial Number:	76564449	SIGNMAIL

CORRESPONDENCE DATA

Fax Number: (202)639-7003
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-639-7485
 Email: olekan@friedfrank.com
 Correspondent Name: Andrew J. Olek
 Address Line 1: 1001 Pennsylvania Ave N.W.
 Address Line 2: Suite 800
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

OP \$140.00 2646114

ATTORNEY DOCKET NUMBER:	30029-0093
NAME OF SUBMITTER:	Andrew J. Olek
Signature:	/Andrew J. Olek/
Date:	11/22/2005
Total Attachments: 6 source=2nd Security Agreement Pg1#page1.tif source=2nd Security Agreement Pg2#page1.tif source=2nd Security Agreement Pg3#page1.tif source=2nd Security Agreement Pg4#page1.tif source=2nd Security Agreement Pg5#page1.tif source=2nd Security Agreement Pg6#page1.tif	

**Grant of Security Interest
in United States Patents and Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Sorenson Communications, Inc., a Utah corporation (the "Grantor"), having its chief executive office at 4393 South Riverboat Road, Suite 300, Salt Lake City, Utah 84123, hereby grants to Bank of America, N.A., as Second Lien Collateral Agent, (the "Grantee"), with offices at 1455 Market Street, 5th Floor, San Francisco, California, 94103, a security interest in all of the 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 "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired, which includes the Grantor's rights under those licenses and all of Grantor's right, title and interest in Intellectual Property licensed thereunder:

(i) each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;

(ii) each Patent License, including each Patent License listed on Schedule A hereto;

(iii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);

(iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(v) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Second Lien Security Agreement among the Grantor, the Grantee and certain other parties dated as of November 16, 2005, as amended, modified or supplemented from time to time (the "Security Agreement"; all capitalized terms used herein and otherwise not defined herein shall have the meaning set forth in the Security Agreement).

THIS GRANT has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event

that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 16th day of November, 2005.

Sorenson Communications, Inc., as Grantor

By: Patricia M. Nola
Name: Patricia M. Nola
Title: President + CEO

BANK OF AMERICA, N.A., as Second Lien
Collateral Agent, as Grantee

By: _____
Name:
Title:

STATE OF _____
_____ OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of Sorenson Communications, Inc., a Utah corporation, on behalf of Sorenson Communications, Inc..

My commission expires:

Notarial Seal

Notary Public

that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 16th day of November, 2005.

Sorenson Communications, Inc., as Grantor

By: _____
Name:
Title:

BANK OF AMERICA, N.A., as Second Lien
Collateral Agent, as Grantee

By: Robert Klawinski
Name: Robert Klawinski
Title: Senior Vice President

STATE OF _____
OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of Sorenson Communications, Inc., a Utah corporation, on behalf of Sorenson Communications, Inc..

My commission expires:

Notarial Seal

Notary Public

Schedule A to Patent and Trademark Agreement

PATENTS AND PATENT APPLICATIONS

<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>	<u>Owner Prior to Assignment</u>
09/762,074	1/31/01	Video conferencing interface	Sorenson Communications, Inc.
10/754,104	1/8/04	Method and apparatus for video conferencing	Sorenson Communications, Inc.
10/831,643	4/23/04	Method and system for call re-attachment in a video relay service	Sorenson Communications, Inc.
10/831,460	4/23/04	Method and system for electronic communication with the hearing impaired	Sorenson Communications, Inc.
10/831,430	4/23/04	System and method for collection and redistribution of videoconferences	Sorenson Communications, Inc.
11/015,585	12/17/04	Method and system for blocking specific network resources	Sorenson Communications, Inc.
11/015,065	12/17/04	Method and system for unifying phone book for varied hearing disabilities	Sorenson Communications, Inc.
N/A	9/14/05	Method and system for call initiation in a video relay service	Sorenson Communications, Inc.
N/A	9/14/05	Method, system, and device for relay call transfer service	Sorenson Communications, Inc.
N/A	9/14/05	Method and system for controlling an interface of a device through motion gestures	Sorenson Communications, Inc.
N/A	9/14/05	Method and system for auto configuration in a videophone system	Sorenson Communications, Inc.

PATENT LICENSES

<u>Licensor</u>	<u>Licensee</u>	<u>Patent / Application Number(s)</u>	<u>Issue / Application Date</u>
<u>Sorenson Media, Inc.</u>	Sorenson Communications, Inc.	6,909,748	06/21/2005
<u>Sorenson Media, Inc.</u>	Sorenson Communications, Inc.	10/084,609	02/27/2002

Schedule B to Patent and Trademark Agreement

TRADEMARKS

<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
2,646,114	11/5/2002	ENVISION
2,371,248	7/25/2000	SIGNLINK
2,888,478	9/28/2004	SORENSEN VRS

TRADEMARK APPLICATIONS

<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark</u>
76/608,432	8/24/2004	CAPIP
76/564,449	12/10/2003	SIGNMAIL

TRADEMARK LICENSES

<u>Grantor</u>	<u>Serial or Registration No.</u>	<u>Issue or Filing Date</u>	<u>Mark</u>
<u>Sorenson Media, Inc.</u>	2,843,365	5/18/2004	SORENSEN
<u>Sorenson Media, Inc.</u>	2,636,357	10/15/2002	S