

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brooktrout, Inc.		10/24/2005	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Comerica Bank, as Administrative Agent
Street Address:	75 East Trimble Road
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2512662	BROOKTROUT
Registration Number:	2512673	BROOKTROUT
Registration Number:	2119415	BROOKTROUT TECHNOLOGY
Registration Number:	2113880	BROOKTROUT TECHNOLOGY
Registration Number:	2730211	REALBLOCS
Registration Number:	2610294	REALCOMM 100
Registration Number:	1886959	RHETOREX
Registration Number:	2171194	TRUFAX
Registration Number:	1644308	TRUE FAX
Registration Number:	2602080	TRXSTREAM
Registration Number:	2508139	YOUR HOOK INTO THE NEW NETWORK
Registration Number:	2118566	NETACCESS
Serial Number:	76121936	INGENUITY

OP \$340.00 2512662

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6179518691
Email: jennifer.kagan@bingham.com
Correspondent Name: Jennifer Kagan
Address Line 1: Bingham McCutchen LLP
Address Line 2: 150 Federal Street
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	0264984/0000315494
NAME OF SUBMITTER:	Jennifer Kagan
Signature:	/jenniferkagan/
Date:	12/05/2005

Total Attachments: 17
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 24, 2005, is entered into by and between **BROOKTROUT, INC.**, a Massachusetts corporation and successor by merger to XL Acquisition Corp. (hereinafter, together with its successors in title and assigns, called the "**Grantor**"), and **COMERICA BANK**, as administrative agent for the benefit of Secured Parties (hereinafter, together with its successors as administrative agent for the benefit of Secured Parties, called the "**Administrative Agent**").

Statement of Facts

A. Pursuant to the Credit Agreement, dated as of the date hereof, by and among Excel Switching Corporation, a Delaware corporation ("**Excel**"), XL Acquisition Corp., a Massachusetts corporation (hereinafter, together with Excel, called, collectively, the "**Borrowers**", and, singly, a "**Borrower**"), EAS Group, Inc., a Delaware corporation (the "**Parent Company**"), the several financial institutions from time to time party to the Credit Agreement as lenders hereunder (collectively, "**Lenders**" and, individually, a "**Lender**"), and the Administrative Agent (as amended, modified, supplemented or restated and in effect from time to time, the "**Credit Agreement**"), the Lenders have agreed to make Credit Extensions to the Borrowers.

B. Immediately after the initial Credit Extensions were made to the Borrowers under the Credit Agreement and at the Brooktrout Merger Effective Time, XL Acquisition Corp. was merged with and into the Grantor. The Grantor is the surviving entity of the merger with XL Acquisition Corp. Immediately at the Brooktrout Merger Effective Time, Brooktrout became a "Borrower" under the Credit Agreement and under each and every other Loan Document, and each and every reference to "XL Acquisition" or "XL Acquisition Corp." or to "Borrowers" or "Borrower" in this Intellectual Property Security Agreement or in any of the other Loan Documents shall, from and after the Brooktrout Merger Effective Time, mean and include Brooktrout, Inc., a Massachusetts corporation.

C. In order to induce the Lenders to make additional Credit Extensions to the Borrowers upon the terms and subject to the conditions contained in the Credit Agreement, the Grantor has agreed, upon the terms contained in the Credit Agreement, to grant to the Administrative Agent, for the benefit of Secured Parties, continuing security interests in and Liens upon all Intellectual Property of the Grantor in order to secure all of the Obligations.

D. The Grantor has granted to the Administrative Agent, for the benefit of Secured Parties, continuing security interests in and Liens upon all of the Intellectual Property of the Grantor pursuant to and upon the terms and conditions contained in the Security Agreement, dated as of the date hereof, by and among the Borrowers, the Parent Company, and the Administrative Agent (as amended, modified, supplemented or restated and in effect from time to time, the "**Security Agreement**").

E. Upon the terms contained in the Credit Agreement and the Security Agreement, the Grantor has agreed to execute and deliver to the Administrative Agent, for the benefit of Secured Parties, this Intellectual Property Security Agreement, which is supplemental to the Security Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby absolutely, unconditionally and irrevocably agrees with the Administrative Agent as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) **“Intellectual Property”** shall mean all of the rights, title and interests of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Marks, including all of its trademarks and all trademark licenses to which it is a party, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents and all Patent licenses to which it is a party, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights and all Copyright licenses to which it is a party, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all divisions, reissues, continuations, extensions or renewals of each of the foregoing;

(v) all goodwill of the businesses of the Grantor and of its Subsidiaries connected with the use of, or otherwise symbolized by, each Mark (including each trademark and trademark license), Patent, Patent license, Copyright and Copyright License;

(vi) all Trade Secret Rights and all other Intellectual Property; and

(vii) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement or dilution of any Mark, including any trademark or trademark licensed under any trademark license, (B) injury to any goodwill associated with any Mark, including any trademark or any trademark licensed under any trademark license, (C) infringement of any Patent or any Patent licensed under any Patent license, (D) injury to any goodwill associated with any Patent or any Patent licensed under any Patent license, (E) infringement of any Copyright or any Copyright licensed under any Copyright license, (F) injury to any goodwill associated with any Copyright or any Copyright licensed under any Copyright license, or (G) infringement of any Trade Secret Rights or any other Intellectual Property.

(b) “**Credit Agreement**” and “**Security Agreement**” shall have the meanings given to such terms in the Statement of Facts above.

(c) “**Obligations**” shall mean any and all of the Obligations (as that term is defined in the Credit Agreement).

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC to the extent that such other terms are used or defined therein. References to the Credit Agreement or Security Agreement include any amendment, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the Loans, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent, for the benefit of Secured Parties, a continuing security interest in and Lien upon all of the rights, title and interests of the Grantor to, in and under all of the Intellectual Property.

3. **Representations and Warranties.** The Grantor represents and warrants to the Administrative Agent that, as of the Closing Date, the Grantor does not have any ownership interest in, or title to, any registered Mark, Mark application, registered Patent, Patent application, registered Copyright or Copyright application, **except** as set forth in Schedule I, Schedule II and Schedule III hereto. This Intellectual Property Security Agreement is effective to create valid and continuing security interests in and Liens upon, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of appropriate financing statements in the Commonwealth of Massachusetts, perfected Liens in favor of the Administrative Agent on, the Grantor’s Marks, Patents, and Copyrights, to the extent such perfection can be achieved by making such filings; and such perfected security interests and Liens shall be enforceable as such as against any and all creditors of or purchasers from the Grantor.

4. **Covenants.** The Grantor covenants and agrees with the Administrative Agent, for the benefit of Secured Parties, that, from and after the date of this Intellectual Property Security Agreement and until the Termination Date (as defined in Section 10.10(a) of the Security Agreement), in the event that the Grantor shall file any application for the registration of any Mark, Patent or Copyright with the United States Patent and Mark Office, the United States Copyright Office or any similar office or agency of the United States, any State thereof or any other jurisdiction, domestic or foreign, the Grantor shall (a) notify the Administrative Agent promptly in writing of the filing of any such application, and (b) promptly upon request of the Administrative Agent, execute and deliver to the Administrative Agent a supplement hereto (in form and substance reasonably satisfactory to the Administrative Agent) to evidence Administrative Agent’s security interests in and Liens upon each such Mark, Patent or Copyright, and all of the general intangibles of the Grantor relating thereto or represented thereby.

5. **Security Agreement.** The security interests and Liens granted by the Grantor to the Administrative Agent pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by the Grantor to the Administrative Agent pursuant to the Security Agreement. The Grantor and the Administrative Agent expressly agree that each of the security interests and Liens granted under this Intellectual Property Security Agreement and the Security Agreement in the Intellectual Property are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other Applicable Law. The exercise by the Administrative Agent of any rights or remedies with respect to any of the Intellectual Property shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and also the Credit Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Credit Agreement and the Security Agreement, then the terms and conditions of the Credit Agreement and the Security Agreement shall prevail.

6. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to Applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and **not** so rescinded, reduced, restored or returned.

7. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Credit Agreement.

8. **Termination.** Subject always to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date. Upon any termination of the Liens created hereunder upon the Termination Date, the Administrative Agent shall, at the sole cost and expense of the Grantor, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the termination of the Liens created hereby.

9. **Choice of Law And Venue; Jury Trial Waiver.** **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA. EACH OF THE PARTIES HERETO, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF ITS CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY RELATED INSTRUMENT OR COLLATERAL DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS INTELLECTUAL**

PROPERTY SECURITY AGREEMENT OR ANY OF THE OTHER COLLATERAL DOCUMENTS OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THE PARTIES HERETO. EACH OF THE PARTIES HERETO HEREBY AGREES TO BE BOUND BY THE PROVISIONS SET FORTH IN SECTION 19 AND SECTION 20 OF THE GUARANTY AGREEMENT, WHICH PROVISIONS ARE HEREBY INCORPORATED HEREIN BY REFERENCE WITH THE SAME FULL FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL.

10. **Expenses.** In the event that the Grantor shall fail to comply with the provisions of this Intellectual Property Security Agreement or any other Collateral Document, such that the value of any Intellectual Property or the validity, perfection, rank or value of any Liens created hereunder is thereby materially diminished or potentially materially diminished or put at risk, the Administrative Agent may, but shall not be required to, effect such compliance on behalf of the Grantor, and the Grantor shall reimburse the Lenders for all of the costs and expenses thereof on demand by the Administrative Agent.

11. **Delivery by Facsimile.** Delivery of the signature pages to this Intellectual Property Security Agreement by facsimile shall be as effective as delivery of manually executed counterparts of this Agreement.

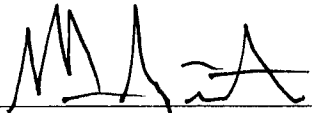
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****Signature Page to Brooktrout Intellectual Property Security Agreement follows****

IN WITNESS WHEREOF, the Grantor has caused this **INTELLECTUAL PROPERTY SECURITY AGREEMENT** to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

The Grantor:

BROOKTROUT, INC.

By:  _____

Name: Marc J. Zions

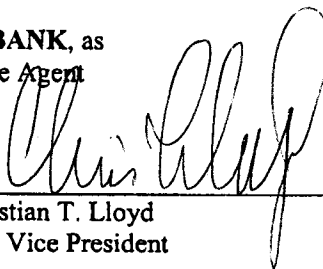
Title: Chief Executive Officer

The Administrative Agent:

**COMERICA BANK, as
Administrative Agent**

By: _____

Name: Christian T. Lloyd
Title: First Vice President

A handwritten signature in black ink, appearing to read "Chris Lloyd", written over a horizontal line.

SCHEDULE I

To

BROOKTROUT, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS.

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Brooktrout (US)	2512662	November 27, 2001
Brooktrout w/ Logo	2512673	November 27, 2001
Brooktrout w/ Logo (Japan)	4213408	November 20, 1998
Brooktrout Technology	2119415	December 9, 1997
Brooktrout Technology w/ Logo (US)	2113880	November 18, 1997
Brooktrout Technology w/ Logo (China)	1131203	August 28, 1997
RealBLOCs	2730211	June 24, 2003
RealComm 100	2610294	August 20, 2002
Rhetorex	1886959	April 4, 1995
TruFax	2171194	July 7, 1998
True Fax	1644308	May 14, 1991
TRxStream	2602080	July 30, 2002
Powering the Service-Ready Network (CTM)	2472439	February 14, 2003
SnowShore (Japan)	839460	August 5, 2005
SnowShore Networks (CTM)	2472850	January 22, 2003
Your Hook Into The New Network	2508139	November 13, 2001
Net Access	2118566	December 2, 1997

II. TRADEMARK APPLICATIONS.

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
Ingenuity	76121936	September 5, 2000

III. TRADEMARK LICENSES.

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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As may be one provision within larger software licenses listed below:

License Agreements

Software Modem License Agreement for Fax and Remote Access Servers, dated November 25, 1998, between AltoCom, Inc. and the Company

Technology Transfer Agreement, dated as of November 30, 1999, among Octel Communications Corporation, Lucent Technologies GRL Corporation and Brooktrout Technology, Inc.

Contractor Agreement for Software Development, dated as of April 8, 1993, between National Semiconductor Corporation and the Company

National Semiconductor Corporation Fax Software License Agreement, dated April 19, 1991, between National Semiconductor Corporation and the Company, as amended

Agreement, dated as of July 1, 1998, between Octel Communications Corporation and Aspect Telecommunications Corporation

Standard License Agreement, dated as of July 16, 2001, between Telechemy, Incorporated and the Company

Distribution Agreement, dated July 1, 2000, between Telesoft Technologies Limited and the Company

Value Added Reseller Agreement, dated as of December 31, 2003, between Ardit, Inc. and the Company, as amended

OEM Agreement, dated November 30, 2004, between Intervoice, Inc. and the Company

Software License Agreement, dated as of April 24, 2001, by InterNiche Technologies, Inc. and Brooktrout Technology, Inc.

Reseller Agreement, dated as of April 1, 2004, between AudioCodes Ltd and the Company

Source Code License Agreement, dated November 19, 2004, between Brooktrout Technology, Inc. and Netbricks SAS

License and Professional Services Agreement, dated as of April 2005, among SnowShore Networks, Inc.,

VoiceGenie Technologies Inc. and the Company

License Agreement, dated as of February 26, 2004, between Objective Systems, Inc. and Brooktrout Technology, Inc.

Software License Agreement, dated as of May 12, 2000, by OSS Nokalva, Inc. and Brooktrout Technology, Inc.

Source Code License and Distribution Agreement, dated as of January 30, 2001, between Wind River Systems, Inc. and SnowShore Networks, Inc.

Corporate Pricing Agreement, dated as of January 28, 2000, between Brooktrout Technology, Inc. and Wind River Systems, Inc.

Software License Agreement, dated February 26, 1999, between Integrated Systems, Inc. and the Company

Software License Agreement, dated November 7, 2001, between Adaptive Digital Technologies, Inc and SnowShore Networks, Inc.

License Agreement, dated as of March 2, 2001, between SnowShore Networks, Inc. and Imagine Technology, LLC

Software License Agreement, dated as of December 21, 2000, Hughes Software Systems – USA and SnowShore Networks, Inc.

Software License Agreement, dated as of September 19, 2001, Hughes Software Systems – USA and SnowShore Networks, Inc.

Object Code License Agreement, dated March 14, 1997, between Mibridge, Inc. and the Company, as amended

Source Code License Agreement, dated February 1, 2000, between I-Link Incorporated and the Company

Software License Agreement, dated as of February 17, 2004, between Radvision Inc. and the Company, as amended

Software License Agreement, dated as of December 21, 2004, between D2 Technologies and the Company

RCTS License Agreement, dated as of August 1, 2003, between D&T Products Company, LLC and the Company

Software License Agreement, dated September 30, 2004, between the Macrovision Corporation and Brooktrout Technology, Inc.

License and Services Agreement, dated as of May 28, 2004, between Oracle Corporation and Brooktrout Technology, Inc.

Software License Agreement, dated as of July 2, 2001, between Trillium Digital Systems, Inc. and the Company

Software License Agreement, dated as of November 24, 1999, between Telogy Networks, Inc. and the Company

Software License Agreement, dated as of November 24, 1999, between Texas Instruments Incorporated and the Company

Software License Agreement, dated August 2001, between Aztek Engineering, Inc. and the Company

License Agreement, dated as of November 30, 1999, between the Enterprise Computer Telephony Forum and the Company

Software License Agreement, dated as of March 25, 2004, between Hifn, Inc. and Brooktrout Technology, Inc.

Software and Documentation License Agreement, dated as of August 28, 2002, between Intel Corporation and the Company

Software Development and License Agreement, dated as of July 21, 1997, between Commetrex, Inc. and the Company

Technology License Agreement, dated as of March 28, 2000, between Compressent, Inc. and the Company

Technology License Agreement, dated as of April 3, 2000, between Image Power, Inc. and the Company

Product Integration Agreement, dated as of June 16, 1998, between Microsoft Corporation and the Company

OEM Purchase Agreement, dated as of March 1, 2000, by and between Brooktrout Technology, Inter-Tel Integrated Systems and Inter-Tel Incorporated

Product Supply Agreement, dated as of November 7, 2001, between Motorola, Inc. and Industrial Solutions Sector and Brooktrout, Inc.

Cooperation Agreement between Motorola, Inc. and Brooktrout Technology

Supplemental Assignment Agreement, dated as of December 31, 2003, among Ardit, Inc. Lotus Interworks, Inc. and Level 2 LLC

Open Source Software

The Company uses the following open source software:

ACE Object Framework

Apache

Spider Monkey

OpenSSL

OpenSSH

CURL

Squid HTTP Caching Proxy Server

net-snmp master agent & framework

Lynx Text-based web browser

Expat XML Library
Linux 9.0 OS
Fedora Core 2 OS
PostgreSQL Database Utility
VXML 1.0 Interpreter Open VXI
Libquicktime library
LibXML library
Xerces
Netscape Portable Runtime
GSM library
Linux kernel modules

SCHEDULE II

To

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS.

<i>Issued Patent</i>	<i>Registration Number</i>	<i>Date</i>
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None

II. PATENT APPLICATIONS.

<i>Published Patent Application Description</i>	<i>Published Patent Application Serial Number</i>	<i>Date</i>
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None

<i>Other Patent Applications</i>	<i>Filing Date</i>
Canadian Patent Application 2,452,134 - System and Method for Constructing Phases for a Media Server	May 8, 2002
U.S. Application Serial No. 10/346,549 - Universal Voice Browser Framework	January 17, 2003
U.S. Provisional Patent Application Serial No. 60/461,337 - Low Latency, Network Efficient Prompt Transfer (not converted)	April 9, 2003
U.S. Provisional Patent Application Serial No. 60/490,913 - High Capacity Conference Server (not converted)	July 29, 2003
PCT Patent Application Serial No. PCT/US05/07648 - Method and Apparatus for Detecting Stuck Calls in a Session Initial Protocol Session	March 10, 2005
PCT Patent Application Serial No. PCT/US05/007647 - Method for Jitter Buffer Management	March 10, 2005
U.S. Patent Application Serial No. 11/118,910 - Controlling an Output While Receiving a User Input	April 29, 2005

<u>Other Patent Applications</u>	<u>Filing Date</u>
Canadian Patent Application (Notification of Serial Number has not yet been received)- High Performance Transparent Call Distribution	December 30, 2003
European Patent Application No. 03800303.4 - High Performance Transparent Call Distribution	December 30, 2003
U.S. Patent Application – Supplementing Facsimile Image Data	October 18, 2005

Patent Applications Not Yet Filed

Progressive Barge-In

Facsimile Document Identification

Improved Remote Control

Outbound Facsimile Capture

Out-of-Vocabulary (OOV) Correction Using Web Mining

Fax Reception Certification

III. PATENT LICENSES.

Name of Agreement

Date of Agreement

Parties

Operational License Agreement dated December 22, 2002, between Nokia Mobile Phones Limited and the Company

G.723.1 Patent License Agreement, dated May 12, 2000, between The University of Sherbrooke represented by its agent Sipro Lab Telecom Inc. and the Company, as amended License Agreement for G.729 Standard G.729 Annex A, dated May 12, 2000, between Sipro Lab Telecom Inc., as license administrator for The University of Sherbrooke, France Telecom, Nippon Telegraph and Telephone Corporation, and the Company, as amended

SCHEDULE III

To

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS.

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
None		

II. COPYRIGHT APPLICATIONS.

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
None		

III. COPYRIGHT LICENSES.

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None		