



RECOF
TR.

103111196

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

10.25.05

1. Name of conveying party(ies):

Citel Technologies, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 26, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bridge Bank, National Association

Internal

Address: _____

Street Address: 55 Almaden Blvd.

City: San Jose

State: CA

Country: United States Zip: 95113

- Association Citizenship United States
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
Serial Nos. 76/498,497 and 76/325,016

B. Trademark Registration No.(s)
2,713,809 and 2,704,962 and 2,497,294 and 2,667,646 and 2,738,556 and TMA447154

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
see attached

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Bridge Bank, National Association

Internal Address: _____

Street Address: 55 Almaden Blvd.

City: San Jose

State: CA Zip: 95113

Phone Number: 408-556-8300

Fax Number: 408-423-8510

Email Address: _____

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) ~~\$ 200.00~~ 320

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

[Signature]
Signature

10/14/05
Date

10/31/2005 DBYRME 00000032 76498497

01 FC:8521
02 FC:8522

40.00 DP Jennifer Acevedo
175.00 DP Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OFFICE OF PATENT AND TRADEMARK
FINANCE SECTION
2005 OCT 28 AM 8:16
60001437

Refund Ref: 10/31/2005 DBYRME

CHECK Refund Total: \$105.00

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 26, 2005, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and Citel Technologies, Inc., ("Grantor") is made with reference to the Business Financing Agreement, dated as of September 26, 2005 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

CITEL TECHNOLOGIES, INC.

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: [Signature]

Name: N G GASTON

Title: CFO

Address for Notices:

Attn: CFO
3131 Elliott Avenue, Suite 250
Seattle, Washington 98121
Fax: (206) 957-6275

By: [Signature]

Name: Kevin Walsh

Title: SVP

Address for Notices:

Attn: Lee Shodiss
55 Almaden Boulevard
San Jose, CA 95113
Tel: (408) 556-6502
Fax: (408) 423-8510

Added by: [Signature]

Name: Mike Robinson

Title: CFO

EXHIBIT A
COPYRIGHTS

Description

Application
Number /
Application Date

Registration
Number/
Registration
Date

EXHIBIT B
TRADEMARKS

MARK	NUMBER	DATE REGISTERED	APPLICANT/REGISTRANT
MCK plus symbol	Reg. No.: 2,713,809	05/06/2003	MCK Communications, Inc. a Nevada corporation
CAMPUSCONNEX	Serial No. 76/498,497	Abandoned for failure to file statement of use	MCK Communications, Inc. a Nevada corporation
SETCONNEX	Serial No. 76/325,016	Abandon in due course: no record of a third extension having been filed by the 05/05/2004 deadline	MCK Communications, Inc. a Nevada corporation
MCK EXTENDER	Reg. No.: 2,704,962	04/08/2003	MCK Communications, Inc., a Nevada corporation
PBXGATEWAY	Reg. No.: 2,497,294 Supplemental	10/09/2001	MCK Communications, Inc. a Nevada corporation
KNOWLEDGE CENTER	Reg. No.: 2,667,646	12/31/2002	Digital Techniques, Inc., a Texas corporation
REMOTECONNEX PBXGATEWAY	Reg. No.: 2,738,556	07/15/2003	MCK Communications, Inc., a Nevada corporation
TELEBRIDGE	Reg. No.: TMA447154	09/01/1995	MCK Telecommunications Inc.

EXHIBIT C
PATENTS

Issued Patents

PATENT	U.S. PATENT NUMBER	DATE ISSUED	OWNER
PBX Phone Port to Remote Phone Device	US 6,516,061 B2	02/04/2003	MCK Communications, Inc., a Nevada corporation
Telephone Switch Call Control Unit	US 5,757,897	05/26/98	Digital Techniques, Inc. a Texas corporation

Patent Applications

United States Patent Application No. 10/199,178: System for and method of hairpinning a remote PBX or KTS or gateway phone call to a local call, filed on July 19, 2002.

European Patent Application Pending: System for and method of extending a PBX phone port to a remote phone device, filed on September 18, 2001.

Japanese Patent Application Pending: System for and method of extending a PBX phone port to a remote phone device, filed on September 18, 2001.

International PCT Patent Application No. PC/US01/29122: System for and method of extending a PBX phone port to a remote phone device, filed on September 18, 2001.

International PCT Patent Application No. PCT/USO3/21557: System for and Method of Hairpinning a Remote PBX or KTS or Gateway Phone Call to a Local Call, filed on July 19, 2002