

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
Genesys Conferencing, Inc.		02/10/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas		
Street Address:	37, place du Marche Saint-Honore		
City:	Paris Cedex 01		
State/Country:	FRANCE		
Postal Code:	75031		
Entity Type:	French societe anonyme:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2440067	HOW BUSINESSES MEET	
CORRESPONDENCE DATA			
Fax Number:	(212)878-8375		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128788476		
Email:	trademark.group@cliffordchance.com		
Correspondent Name:	Melissa Schrader		
Address Line 1:	Clifford Chance US LLP		
Address Line 2:	31 West 52nd Street		
Address Line 4:	New York, NEW YORK 10019-6131		
ATTORNEY DOCKET NUMBER:	39477-403		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

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Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Melissa Schrader

Signature:

/Melissa Schrader/

Date:

02/10/2006

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of February 10, 2006 (this "Trademark Security Agreement") is entered into by and among GENESYS CONFERENCING, INC. (the "Grantor"), in favor of BNP PARIBAS, in its capacity as Security Agent (the "Security Agent"), for the ratable benefit of itself and the other Secured Parties.

WITNESSETH:

WHEREAS, the Grantor has made and entered into that certain USD 3,560,000 Amended and Restated Term A Facility Agreement/ USD 29,490,000 Amended and Restated Term B Facility Agreement/ USD 5,000,000 Amended and Restated Revolving Facility Agreement, dated January 27, 2006 (as amended, amended and restated, supplemented, or otherwise modified, renewed or replaced from time to time, the "Facilities Agreement") with each of Genesys S.A., as a Guarantor, BNP Paribas, CIBC World Markets plc and Fortis Bank N.V./S.A., as Arrangers, BNP Paribas, as Agent, the Security Agent and the Lenders referred to therein (the "Lenders"), pursuant to which, among other things, the Lenders have made loans to the Grantor upon the terms and subject to the conditions specified in the Facilities Agreement and the Grantor has guaranteed the Obligations (as defined in the Security Agreement (as such term is defined herein)); and

WHEREAS, the Grantor has made and entered into that certain Amended and Restated Security and Pledge Agreement, dated as of January 27, 2006 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"), pursuant to which the Grantor has granted, pledged, assigned and hypothecated to the Security Agent, for the ratable benefit of itself and the other Secured Parties, a continuing security interest in all right, title and interest of the Grantor in and to, among other things, the Trademark Collateral (as defined herein) as security for the Obligations.

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

Section 1. Definitions; Interpretation.

(a) Definition of Terms Used Herein Generally. Capitalized terms not defined herein shall have the meanings set forth in the Security Agreement. All terms defined in the NYUCC and not otherwise defined herein shall have the respective meanings accorded to them therein; provided, however, that if a term is defined in Article 9 of the NYUCC differently than in another Article of the NYUCC, the term has the meaning specified in Article 9 of the NYUCC.

(b) Rules of Interpretation. To the extent not inconsistent with the foregoing, the rules of interpretation specified in Section 1.2 of the Facilities Agreement shall be applicable to this Trademark Security Agreement. References to "Sections," "Exhibits" and "Schedules" shall be to Sections, Exhibits and Schedules, respectively, of this Trademark Security Agreement unless otherwise specifically provided. All references to statutes and related regulations shall include (unless otherwise specifically provided herein) any amendments of the same and any successor statutes and regulations.

Section 2. Security Interest.

(a) Grant of Security Interest. As security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Secured Obligations, the Grantor hereby grants, assigns, transfers and conveys as collateral security to the Security Agent, for the ratable benefit of itself and the other Secured Parties a continuing security interest in and mortgage to the Security Agent, for the ratable benefit of itself and the other Secured Parties, of all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Trademark Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets; and

(iii) all proceeds of any and all of the foregoing Trademark Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Security Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Trademark Collateral.

(b) Continuing Security Interest. The Grantor agrees that this Trademark Security Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with the terms of the Security Agreement.

Section 3. Supplement to Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the security interests granted to the Security Agent, for the ratable benefit of itself and the other Secured Parties, under the Security Agreement or other security documents referred to therein or in the Facilities Agreement. The rights and remedies of the Security Agent and the other Secured Parties, with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement or any other security documents referred to therein or in the Facilities Agreement, all terms and provisions of which are incorporated herein by reference.

Section 4. Representations and Warranties. The Grantor represents and warrants to the Security Agent and each of the other Secured Parties, that a true and correct list of all of the existing Trademark Collateral consisting of U.S. trademark registrations or applications owned by the Grantor, in whole or in part, is set forth in Schedule A.

Section 5. Further Acts. On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Security Agent to carry out the intent and purposes of this Trademark Security Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Trademark Security Agreement or to enable the Security Agent to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral, including any documents for filing with the United States Patent and Trademark Office (the "PTO") or any applicable state office. The Security Agent, for the ratable benefit of itself and the other Secured Parties, may record this Trademark Security Agreement, an abstract thereof, or any other document describing the Security Agent's interest in the Trademark Collateral with the PTO, at the expense of the Grantor. In addition, the Grantor authorizes the Security Agent to file financing statements describing the Trademark Collateral in any Uniform Commercial Code filing office deemed appropriate by the Security Agent.

Section 6. Authorization to Supplement. If the Grantor shall obtain rights to any new United States trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Such Grantor shall give prompt notice in writing to the Security Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section 6, the Grantor authorizes the Security Agent unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Security Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

Section 7. Binding Effect. This Trademark Security Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Security Agent, the other Secured Parties and their respective successors and assigns. The Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement or the Facilities Agreement.

Section 8. **GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW OR TO THE EXTENT THE PERFECTION OR PRIORITY OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY TRADEMARK COLLATERAL ARE GOVERNED BY FEDERAL LAW OF THE UNITED STATES.**

Section 9. Entire Agreement; Amendment. This Trademark Security Agreement and the Security Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Trademark Security Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Security Agreement. Notwithstanding the foregoing, the Security Agent unilaterally may re-execute this Trademark Security Agreement or modify, amend or supplement the Schedules hereto solely as provided in Section 6 or as may be permissible pursuant to the Security Agreement. To the extent that any provision of this Trademark Security Agreement conflicts with any provision of the Security Agreement, the provision giving the Security Agent greater rights or remedies shall govern, it being understood that the purpose of this Trademark Security Agreement is to add to, and not detract from, the rights granted to the Security Agent under the Security Agreement.

Section 10. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Trademark Security Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

Section 11. No Inconsistent Requirements. The Grantor acknowledges that this Trademark Security Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and the Grantor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

Section 12. Severability. If one or more provisions contained in this Trademark Security Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Trademark Security Agreement.

Section 13. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

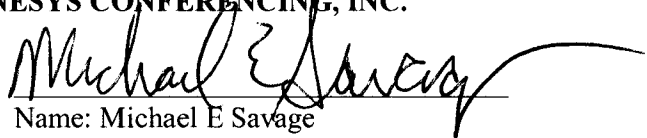
Section 14. Headings. Section headings in this Trademark Security Agreement are included herein for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Trademark Security Agreement. This Trademark Security Agreement shall not be construed against any party hereto as the drafter of this Trademark Security Agreement.

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IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

GENESYS CONFERENCING, INC.

By: 
Name: Michael E Savage
Title: Chief Financial Officer

BNP PARIBAS, as Security Agent

By: _____

Name: **Sergio COLLAVINI**
Title: Senior Agency officer



Assad KARKABI
Senior Agency officer

**Schedule A to
Trademark Security Agreement Supplement**

Registered Trademarks

Grantor	Trademark	Date Granted	Registration No. and Jurisdiction
Genesys Conferencing Inc.	How businesses meet	April 3, 2001	USA, 2440067

Unregistered Trademarks¹

Grantor	Trademark	Other Relevant Information Regarding Unregistered Trademark
Genesys Conferencing Inc.	Sound Quality Consistent Delivery	Registration was not renewed
Genesys Conferencing Inc.	Harnessing Technology	Registration abandoned
Genesys Conferencing Inc.	Easy Touch	Registration abandoned
Genesys Conferencing Inc.	Genesys Meeting Center	Registration abandoned
Genesys Conferencing Inc.	Genesys teleevent	Registration abandoned
Genesys Conferencing Inc.	Genesys Telemeeting	Registration abandoned
Genesys Conferencing Inc.	Powershare	Registration abandoned
Genesys Conferencing Inc.	Teledirect	Registration abandoned
Genesys Conferencing Inc.	Telereplay	Registration abandoned
Vialog Corp.	Vialog Logo	No information available

¹ Provided for informational purposes only. Filing with the USPTO is not required. No representation under Section 4 is being made regarding Unregistered Trademarks.

Grantor	Trademark	Other Relevant Information Regarding Unregistered Trademark
Vialog Corp.	Vialog Group Communications with Logo	No information available
Vialog Corp.	Vialog Group Communications	No information available
Vialog Corp.	Ready-To-Meet	No information available