

07-11-2007



Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

103425697

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

70/5/12

1. Name of conveying party(ies):
TRADER ACQUISITION CORP - DE

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: JPMorgan Chase Bank N.A., as Collateral Agent
Internal
Address: _____
Street Address: P.O. Box 2558
City: Houston State: TX Zip: 77252

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Bank

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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other : _____

Execution Date: May 31, 2007

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
PLEASE SEE ATTACHED

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Penelope J.A. Agodoa
Internal Address: IP Research Plus, Inc.
Street Address: 21 Tadcaster Circle
City: Waldorf State: MD Zip: 20602

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41).....\$ 440
 Enclosed FEE PAID
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jeffrey Laub
Name of Person Signing

Signature

6/11/07
Date

Total number of pages including cover sheet, attachments and document: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

NAMES OF SUBSIDIARY GRANTORS

Gains Acquisition Corp.
Gains Asia Acquisition LLC
IPC Command Systems, Inc.
Geo911, Inc.
IPC Funding Corp.
HNG Corp.
V Band Corporation
IPC Network Services, Inc
IPC Information Systems Far East Inc.
IPC Information Systems Holdings, Inc.
IPC Information Systems Holdings, L.L.C.
IPC Information Systems Holdings USA, Inc.
IPC Information Systems Services, L.L.C.
IPC Information Systems Holdings USA, L.L.C.
IPC Information Systems Services, Inc.
Positron Public Safety Systems Corp.
Masys Corporation
Westcom Holding Corp.
Westcom Acquisition Corp.
Westcom Corporation
Westcom Dedicated Private Lines, Inc.¹
Trade Lines Communications, Inc.
Westcom Technologies, Inc.
Westcom Dedicated Private Lines, Inc.²
KGM Circuit Solutions, LLC

¹ Incorporated in Illinois.

² Incorporated in New York.

SCHEDULE
TO THE FIRST LIEN SHORT FORM TRADEMARK SECURITY AGREEMENT

LIST OF TRADEMARKS

Registered Owner	Mark	Reg. No./Reg. Date Serial No./Filing Date	Next Action/ Due Date
IPC Systems, Inc.	CENTREMAX	1,405,638 Aug. 19, 1986 (US)	No Action to be Taken [10/15/2006]
IPC Systems, Inc.	CENTREMAX & Design	1,465,255 Nov. 17, 1987 (US)	No Action to be Taken [10/15/2006]
IPC Systems, Inc.	DEALERPHONE	368,565 Sept. 4, 1987 (Switzerland)	Next renewal Sept. 4, 2007
IPC Systems, Inc.	DEALERPHONE & Design	B322/90 March 13, 1987 (Hong Kong)	Next renewal due March 13, 2008
IPC Systems, Inc.	DEALERPHONE & Design	4389/87 Sept. 10, 1987 (Singapore)	Next renewal due Sept. 10, 2014
IPC Systems, Inc.	IPC (Stylized)	3,161,677 October 24, 2006 (US)	Declaration of Use due October 24, 2012
IPC Systems, Inc.	IPC (Stylized)	Pending 2386431 March 8, 2005 – Examined (UK)	Pending; published
IPC Systems, Inc.	IPC	2,777,428 October 28, 2003 (US)	Declaration of Use due October 28, 2009
IPC Systems, Inc.	IPC	023172530 March 21, 2003 (France)	Next renewal due July 4, 2012
IPC Systems, Inc.	IPC	Pending 30226715.8/09 May 29, 2002 (Germany)	Extension of Time Filed re Response to Opposition; In the process of settling with Opposer
IPC Systems, Inc.	IPC	Pending 8184/2002 May 7, 2002 – Examined (Hong Kong)	Pending; published
IPC Systems, Inc.	IPC	Pending 8183/2002 May 7, 2002 – Examined (Hong Kong)	Pending; published
IPC Systems, Inc.	IPC	4,989,850 September 22, 2006 (Japan)	Next renewal due September 30, 2016
IPC Systems, Inc.	IPC	2302450 June 10, 2002 – Examined (UK)	Next renewal due June 10, 2012

Registered Owner	Mark	Reg. No./Reg. Date Serial No./Filing Date	Next Action/ Due Date
IPC Systems, Inc.	SERIES II DEALERBOARD	359,449 Sept. 4, 1987 (Switzerland)	Next renewal due Sept. 4, 2007
IPC Systems, Inc.	SERIES II DEALERBOARD & Design	A469,822 July 29, 1987 (Australia)	Next renewal due July 29, 2008
IPC Systems, Inc.	SERIES II DEALERBOARD & Design	B321/90 March 13, 1987 (Hong Kong)	Next renewal due March 13, 2008
IPC Systems, Inc.	SERIES II DEALERBOARD & Design	2468625 Oct. 30, 1992 (Japan)	Next renewal due Oct. 30, 2012
IPC Systems, Inc.	SERIES II DEALERBOARD & Design	4388/87 Sept. 10, 1987 (Singapore)	Next renewal due Sept. 10, 2014
IPC Systems, Inc.	TRADENET	TMA 413,255 June 11, 1993 (Canada)	Next renewal due June 11, 2008
IPC Systems, Inc.	TRADENET	1,386,980 Aug. 5, 1994 (UK)	Next renewal due June 15, 2016
IPC Systems, Inc.	TRADENET	1,430,084 Feb. 24, 1987 (US)	Next renewal due Aug. 24, 2007 (Grace Period)
IPC Systems, Inc.	TRADENET MX	397,673 Apr. 13, 1992 (Switzerland)	Next renewal due Apr. 13, 2012
IPC Systems, Inc.	TRADENET MX & Design	515,788 Apr. 7, 1992 (Benelux)	Next renewal due Apr. 2, 2012
IPC Systems, Inc.	TRADENET MX & Design	TMA 456,349 Apr. 5, 1996 (Canada)	Next renewal due Apr. 5, 2011
IPC Systems, Inc.	TRADENET MX & Design	92/421,054 June 2, 1992 (France)	Next renewal due June 2, 2012
IPC Systems, Inc.	TRADENET MX & Design	2,067,260 June 10, 1994 (Germany)	Next renewal due Apr. 10, 2012
IPC Systems, Inc.	TRADENET MX & Design (Class 9)	3,161,428 May 31, 1996 (Japan)	Next renewal due May 31, 2016
IPC Systems, Inc.	TRADENET MX & Design (Class 38)	3,305,847 May 16, 1997 (Japan)	No Action to be Taken [Next renewal due May 16, 2007]
IPC Systems, Inc.	TRADENET MX & Design (Class 35)	4,081,483 Nov. 14, 1997 (Japan)	Next renewal due Nov. 14, 2007
IPC Systems, Inc.	TRADENET MX & Design	429920 Jan. 25, 1993 (Mexico)	Next renewal due May 8, 2012

IPC Systems, Inc.	TRADENET MX & Design	1,834,423 May 3, 1994 (US)	Next renewal due May 3, 2014
IPC Systems, Inc.	TRADENET MX & Design	B10122/1996 June 11, 1992 (Hong Kong)	Next renewal due June 11, 2013
IPC Systems, Inc.	TRADENET MX & Design	1,499,967 Sept. 1, 1995 (UK)	Next renewal due May 8, 2009
IPC Systems, Inc.	IQ/MAX	78/760,326 Nov. 23, 2005 (US)	Notice of Allowance issued January 2, 2007 Statement of Use due July 2, 2007
IPC Systems, Inc.	IQ/MAX	1100439 Feb. 23, 2006 (Australia)	Accepted
IPC Systems, Inc.	IQ/MAX	40-2006-9389 Feb. 23, 2006 (Korea)	Pending
IPC Systems, Inc.	IQ/MAX	17213/2006 Feb. 28, 2006 (Japan)	Pending
IPC Systems, Inc.	IQ/MAX	T06/03292H Feb. 24, 2006 (Singapore)	Pending
IPC Systems, Inc.	IQ/MAX	300588718 Feb. 24, 2006 (Hong Kong)	Pending
IPC Systems, Inc.	IQ/MAX	004794574 December 20, 2005 (CTM)	Pending
V Band Corporation	V-BAND	1432730 March 17, 1987 (US)	Next renewal due Sept. 17, 2007 (Grace Period)
Westcom Corporation	TRADER VOIP	78/845,751 March 24, 2006 (US)	Pending
Positron Public Safety Systems Corp.	IAP/PC	2,495,405 October 9, 2001 (US)	Next renewal due October 9, 2011
Positron Public Safety Systems Corp.	Positron VIPER	77/119,559 March 1, 2007 (US)	Awaiting Certificate of Registration
Positron Public Safety Systems Corp.	Power 911	2,019,088 November 26, 1996 (US)	Next renewal due November 26, 2016
Positron Public Safety Systems Corp.	Power CAD	2,523,151 December 25, 2001 (US)	Next renewal due December 25, 2011
Positron Public Safety Systems Corp.	Power MAP	2,588,943 July 2, 2002 (US)	Next renewal due July 2, 2012

Positron Public Safety Systems Corp.	Power MIS	2,496,820 October 9, 2001 (US)	Next renewal due October 9, 2011
Positron Public Safety Systems Corp.	Power MOBILE	2,886,387 September 21, 2004 (US)	Next renewal due September 21, 2014
Positron Public Safety Systems Corp.	Power RMS	2,897,155 October 26, 2004 (US)	Next renewal due October 26, 2014

FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2007 (as amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of JPMORGAN CHASE BANK, N.A. ("JPMCB"), as collateral agent (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, IPC Systems, Inc., a Delaware corporation (the "Company"), TSW Netherlands Holdings C.V., a limited partnership (*commanditaire vennootschap*) organized under the laws of the Netherlands and an indirect wholly owned Subsidiary of the Company (together with the Company, the "Borrowers") and Trader Acquisition Corp, a Delaware corporation, have entered into a First Lien Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the lending institutions from time to time parties thereto (the "Lenders"), JPMCB, as Administrative Agent and Collateral Agent, Goldman Sachs Credit Partners L.P. and UBS Securities LLC, as Co-Syndication Agents, and CIT Lending Services Corporation and Fortis Capital Corp., as Co-Documentation Agents, pursuant to which the Lenders have severally agreed to make Loans to the Borrowers, and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, it is a condition precedent to the obligation of the Lenders and the Letter of Credit Issuer to make their respective Extensions of Credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered the First Lien Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent for the ratable benefit of the Secured Parties; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in Security Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right,

[[NYCORP:2696849]]

title and interest in and to the Trademarks, including, without limitation, those items listed on Schedule I hereto. The security interest granted hereby has been granted by the Lenders in connection with the Credit Agreement and the Security Agreement and is expressly subject to the terms and conditions thereof.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (including by facsimile or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

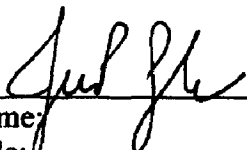
SECTION 6. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement, the terms and provisions of which (including the rights and remedies of each party hereto provided for therein) are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this Trademark Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

TRADER ACQUISITION CORP, as a Grantor,

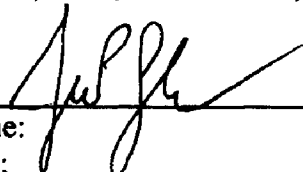
by



Name:
Title:

IPC SYSTEMS, INC., as a Grantor,

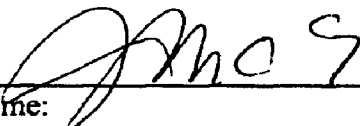
by



Name:
Title:

EACH OF THE ENTITIES LISTED ON ANNEX I
HERETO, each as a Grantor,

by



Name:
Title:

[SIGNATURE PAGE TO IPC FIRST LIEN TRADEMARK SECURITY AGREEMENT]

[[NYCORP:2696849]]

JPMORGAN CHASE BANK, N.A., as Collateral Agent,

by

T H K

Name: THOMAS H. KOZLARK
Title: EXECUTIVE DIRECTOR

[SIGNATURE PAGE TO IPC FIRST LIEN TRADEMARK SECURITY AGREEMENT]

[[NYCORP:2696849]]

#3200 P.009

MAY.29.2007 09:00

RECORDED: 07/05/2007

TRADEMARK
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