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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



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

Tab settings

101738449

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

1. Name of conveying party(ies): Active Voice Corporation 5-29-01
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes [ ] No [X]

2. Name and address of receiving party(ies)
Name: Active Voice, Inc.
Internal Address:
2901 - 3rd Avenue Suite 500
Street Address:
City: Seattle State: WA Zip: 98121-9800
Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes [ ] No [X]
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes [ ] No [X]

3. Nature of conveyance:
[X] Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 2/7/01 & 2/14/01

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
SEE EXHIBIT "A" HERETO
Additional number(s) attached Yes [X] No [ ]

B. Trademark Registration No.(s)
SEE EXHIBIT "A" HERETO

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jeffrey T. Haley
GRAYBEAL JACKSON HALEY LLP
Internal Address:
155 - 108th Ave. N.E. #350
Bellevue, WA 98004-5901
Street Address: (Same as above)
City: State: Zip:

6. Total number of applications and registrations involved: 25
7. Total fee (37 CFR 3.41): \$ 640.00
[X] Enclosed
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 T. Haley Name of Person Signing
Signature Date 5/25/01

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

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

TRADEMARK REEL: 2307 FRAME: 0883

**EXHIBIT A**

Marks being assigned from  
Assignor, Active Voice Corporation, to Assignee, Altantis Group, Inc.

<b>Country/ State</b>	<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
United States	1 FOR YES, 2 FOR NO	75/027,617	1995/12/04	2,028,636	1997/01/07
United States	A NEW WAY TO COMMUNICATE, A BETTER WAY TO WORK	74/634,215	1995/02/14	2,124,111	1997/12/23
United States	ACTIVE CARE	75/517,741	1998/07/13		
United States	ACTIVE FAX	75/500,458	1998/06/11	2,365,684	2000/07/11
United States	ACTIVE VOICE	73/474,548	1984/04/09	1,384,052	1986/02/25
United States	ACTIVE VOICE and Design	74/286,771	1992/06/22	1,762,580	1993/04/06
United States	ACTIVEIMPORT	75/491,012	1998/05/26		
United States	ACTIVENET	75/707,073	1999/05/14		
United States	ACTIVEPHONE	75/403,788	1997/12/11		
United States	DESIGN (dotted sine wave)	74/286,766	1992/06/22	1,765,674	1993/04/20
United States	EASYMADE	73/777,905	1989/01/31	1,578,726	1990/01/23
United States	LINGO	75/308,683	1997/06/13		
United States	PHONE BASIC	75/058,525	1996/02/15	2,201,720	1998/11/03

291/232776.01  
020601/1845/60686.00001

<b>Country/ State</b>	<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
United States	PHONEMAX	74/597,833	1994/11/14	2,001,878	1996/09/17
United States	PHONESOFT	76/044,738	2000/05/09		
United States	RECEPTION	75/839,760	1999/11/04		
United States	REPARTEE	73/491,271	1984/07/23	1,342,265	1985/06/18
United States	REPLAY	74/152,943	1991/04/01	1,723,364	1992/10/13
United States	RESOURCE	74/378,371	1993/04/13	1,817,808	1994/01/25
United States	TELANOPHY	74/267,035	1992/04/20	1,808,381	1993/11/30
United States	TELEPHONY MEMBER	75/506,841	1998/06/22		
United States	VIEWCALL	74/365,790	1993/03/08	1,920,734	1995/09/19
United States	VIEWFAX	74/678,706	1995/05/22	2,120,745	1997/12/16
United States	VIEWMAIL	74/365,199	1993/03/08	1,931,916	1995/10/31
United States	VOICEMATE	74/180,181	1991/06/27	1,745,590	1993/01/12

1 **TRADEMARK ASSIGNMENT AGREEMENT**  
2 **(United States)**

3 This Assignment is made and entered into as of the 7<sup>th</sup> day of February, 2001,  
4 between Active Voice Corporation, a Washington corporation, of 2901 – 3<sup>rd</sup> Avenue,  
5 Suite 500, Seattle, Washington, 98121-9800 ("Assignor"), and Atlantis Group, Inc., a  
6 Washington corporation, of 2901 – 3<sup>rd</sup> Avenue, Suite 500, Seattle, Washington, 98121-9800  
7 ("Assignee").

8 WHEREAS, Assignor is the owner of the trademarks listed on Exhibit A hereto  
9 (collectively the "Marks") and wishes to assign all of its right, title and interest in and to the  
10 Marks and the goodwill associated therewith to Assignee; and

11 WHEREAS, Assignee is acquiring, and is the successor to, that portion of Assignor's  
12 business to which the Marks pertain;

13 NOW THEREFORE, for the sum of \$10.00 and other good and valuable  
14 consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does  
15 hereby assign and transfer unto Assignee its entire right and title to and interest in the Marks  
16 and all trademark applications and registrations issued therefrom, including that part of the  
17 goodwill of Assignor's business connected with the use of and symbolized by the Marks, and  
18 further including the right to apply for trademark registrations thereon in foreign countries, the  
19 Marks and all applications and registrations on the Marks to be held and enjoyed by  
20 Assignee as entirely as the same would have been held by Assignor had this sale,  
21 assignment, and transfer not been made; and Assignor does hereby further agree and  
22 promise to execute all instruments and render all such assistance as Assignee may request  
23 in order to make and prosecute any and all applications on the Marks, to enforce any and all  
24 trademark registrations on the Marks, and to confirm in Assignee legal title to the Marks and  
25 all applications and trademark registrations on the Marks, all without charge to Assignee but  
26 at no expense to Assignor.

1 IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the  
2 date hereof.

3 Active Voice Corporation

4 By: *Daniel Scheinman*

5 Name: Daniel Scheinman

6 Its: SR VP legal & Gov't Affairs  
7 (Title)

8  
9 STATE OF ~~WASHINGTON~~ <sup>California</sup> )  
10 COUNTY OF ~~KING~~ <sup>Santa Clara</sup> ) ss.

11 I certify that I know or have satisfactory evidence that Daniel Scheinman  
12 is the person who appeared before me, and said person acknowledged that he/she signed  
13 this instrument, on oath stated that he/she was authorized to execute the instrument and  
14 acknowledged it as the Officer of Active Voice Corporation to  
be the free and voluntary act of such party for the uses and purposes mentioned in the  
instrument.

15 DATED: Feb 7, 2001

16 (Seal or stamp)

17 *T. Lopez-Cubaya*  
Notary Signature

18 T. Lopez-Cubaya  
19 Print/Type Name California  
20 Notary Public in and for the State of Washington,

21 residing at San Jose

22 My appointment expires 10/18/02

