

06-12-2001

U.S. Department of Commerce
Patent and Trademark Office
Attorney Docket No. 7561.0018 &.0019

6-7-01



To the Honorable Commissioner of Patents and Trademarks

original documents or copy thereof.

101746499

1. Name(s) of conveying party(ies):

Brooktrout, Inc.

- Individual(s)
- Association
- Limited Partnership
- Corporation of Massachusetts
- General Partnership
- Other:

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

3. Nature of conveyance:

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

Execution Date: April 16, 2001

2. Name(s) and address(es) of receiving party(ies):

Name: Sonexis Technologies, Inc.

Address: 70 Franklin Street
Boston, MA 02110

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

If assignee is not domiciled in the United States, a domestic representative is attached: Yes No

(Designation must be a separate document from Assignment)

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

4. Application number(s) or registration number(s):

A. Trademark Application Number(s):

B. Trademark Registration Number(s):

2,385,943
2,108,811

Additional numbers attached?

Yes No

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

Name: Lisa Peller London

Address: FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.
1300 I Street, N.W.
Washington, D.C. 20005-3515

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$65.00

- Enclosed
- Authorized to be charged to deposit account
- Authorized to be charged to deposit account only if fee is deficient

8. Deposit Account No.: 06-0916

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.

Carolyn E. Morris

Name of person signing

Signature

6-7-01
Date

Total number of pages including cover sheet, attachments and documents: 7

TRADEMARK ASSIGNMENT

WHEREAS, Brooktrout, Inc., corporation organized and existing under the laws of the Commonwealth of Massachusetts, and having a principal place of business at 250 First Avenue, Suite 300, Needham, MA 02494 ("ASSIGNOR"), owns the entire right, title and interest in and to the trademark registrations and trademark applications set forth in the attached Schedule A (the "Properties"), and

WHEREAS, Sonexis Technologies, Inc., a corporation organized and existing under the laws of the State of Delaware and having its principal place of business at 70 Franklin Street, Boston, Massachusetts 02110 ("ASSIGNEE"), is desirous of acquiring the entire right, title and interest in and to the Properties;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNOR hereby sells, assigns and transfers unto the ASSIGNEE, and its successors and assigns, the entire right, title and interest in and to the Properties, together with the good will of the business symbolized by the Properties, and any trademark registration issued by any governmental agency in connection therewith, and further including: all income, royalties, and damages now and hereafter due and/or payable to ASSIGNOR, including without limitation, damages and payments for past or future infringements and misappropriations thereof, all rights to prosecute any applications related to the Properties, all reissues, divisions, continuations, renewals, extensions and continuations-in-part of the Properties, all rights and interests pursuant to licensing or other agreements in favor of the ASSIGNOR pertaining to the Properties now or in the future owned or used by third parties; and all rights and proceeds corresponding to any of the above throughout the world;

AND THE ASSIGNOR HEREBY authorizes and requests the Commissioner of the United States Patent and Trademark Office and any Official of any state, country or countries foreign to the United States, whose duty is to issue trademark registration or other evidence or forms of intellectual property protection on applications as aforesaid, to issue the same to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND THE ASSIGNOR HEREBY COVENANTS and agrees that the ASSIGNOR will communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to the ASSIGNOR respecting the Properties, sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for the Properties.

IN TESTIMONY WHEREOF, ASSIGNOR has caused this Assignment to be duly executed as a sealed instrument by its duly authorized officer on the date set forth below.

BROOKTROUT, INC.

By: 
Name: ERIC R. GILER
Title: PRESIDENT

SONEXIS TECHNOLOGIES, INC.

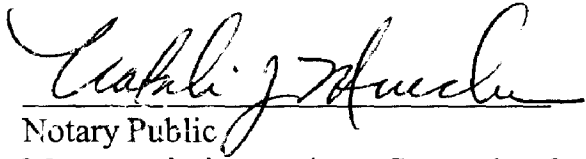
By: _____
Name:
Title:

LIBC/1133492.2

April 16, 2001

Commonwealth of Massachusetts)
)
County of Norfolk ss.)

Then personally appeared the above-mentioned Eric R. Giler, who made oath that he was the duly authorized officer of Brooktrout, Inc. and that he executed the foregoing instrument as the free act and deed of the corporation, before me.


Notary Public

My commission expires: September 3, 2004

State of _____)
)
County of _____ ss.)

Then personally appeared the above-mentioned _____, who made oath that he was the duly authorized officer of _____, and that he executed the foregoing instrument as the free act and deed of the corporation, before me.


Notary Public
My commission expires: _____

IN TESTIMONY WHEREOF, ASSIGNOR has caused this Assignment to be duly executed as a sealed instrument by its duly authorized officer on the date set forth below.

BROOKTROUT, INC.

By: 
Name: ERIC R. GILER
Title: PRESIDENT

SONEXIS TECHNOLOGIES, INC.

By: 
Name: David Friend
Title: President

LIBC/1133492.2

April 16, 2001

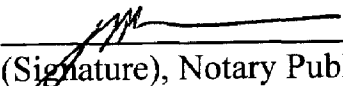
Commonwealth of Massachusetts)
)
County of _____ ss.)

Then personally appeared the above-mentioned, who made oath that he was the duly authorized officer of _____, and that he executed the foregoing instrument as the free act and deed of the corporation, before me.

(Signature), Notary Public
My commission expires: _____

State of Massachusetts)
)
County of Suffolk ss.)

Then personally appeared the above-mentioned, who made oath that he was the duly authorized officer of Eyak, Inc., and that he executed the foregoing instrument as the free act and deed of the corporation, before me



(Signature), Notary Public
My commission expires: _____

COMMISSION EXPIRES SEPTEMBER 6, 2002

LIBC/1128132.1

SCHEDULE A

U.S. Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ACTIVECALL	2,385,943	September 12, 2000
SHOW N TEL	2,108,811	October 28, 1997

European Community Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ACTIVECALL	EU719435	January 9, 1998

United Kingdom Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SHOW N TEL	2,012,834	March 1, 1995
SHOW N TEL	2,108,243	August 26, 1996

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