



101971758

To the Honorable Commissioner thereof.

Send the attached original documents or copy

1. Name of conveying party(ies): 1-1902
 Comdisco, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation - Delaware
 Other _____
 Additional name(s) of conveying party(ies) attached? Yes
 No

2. Name and address of receiving party(ies):
 Name: Softswitch Enterprises, Inc.
 Internal Address: _____
 Street Address: 926 Rock Avenue
 City: San Jose State: CA ZIP 95131
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation Delaware
 Other _____
 If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designation 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: November 27, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75/916,926
75/645,245
 Additional numbers attached? Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Cooley Godward LLP
 Internal Address: Anne H. Peck, Esq.
 Street Address: 5 Palo Alto Square
3000 El Camino Real
 City: Palo Alto State: CA ZIP 94306

6. Total number of applications and registration involved: 2
 7. Total fee (37 CFR 3.41):.....
 \$ 65.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number:
03-3118 Att.: 300964-100
 (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.

Anne H. Peck 12/19/01
 Anne H. Peck Date

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK
REEL: 002436 FRAME: 0847

02/04/2002
LHUELLER 00000158675916926
40.00
25.00
01 FD:481
02 FD:482

ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (the "Agreement") is entered into this 27th day of November, 2001 (the "Effective Date"), by and between Comdisco, Inc., a Delaware corporation ("Assignor"), and Softswitch Enterprises, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, service marks and/or trade names and all applications therefor (collectively, "Trademarks") specified in Schedule A attached hereto, to the extent of the rights and interests therein of ipVerse, Inc., a Delaware corporation ("ipVerse"), as of the assignment thereof to Assignor by ipVerse by separate agreement of even date herewith.

WHEREAS, Assignee is acquiring the entire business or portion thereof to which the Trademarks pertain;

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Trademarks; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the applications or registrations therefor as identified in Schedule A. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Trademarks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Trademarks in Assignee, or Assignee's successors and assigns.

This Agreement shall be governed by and enforced in accordance with the laws of the State of California, without giving effect to any conflicts of law principles.

This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

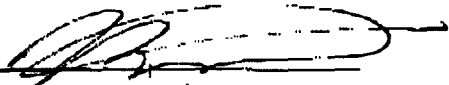
Each party represents that it has taken all necessary action to authorize the execution and delivery of this Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

Comdisco, Inc.:

Softswitch Enterprises, Inc.:

By: 
Name: Victor Hanna
Title: Managing Director

By: _____
Name: _____
Title: _____

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

Comdisco, Inc.:

By: _____

Name: _____

Title: _____

Softswitch Enterprises, Inc.:

By: M. Hark

Name: Milledge Hart

Title: President

SCHEDULE A

Serial No.: 75-916,926

Filed: February 10, 2000

Goods/Services: Computer software, namely, computer software to manage, direct, route, access and distribute telecommunication and communication services, and printed user's manuals for use therewith sold as a unit.

Serial No.: 75-645,245

Filed: February 22, 1999

Goods/Services: (Int. Cl. 9) Computer software for use in telecommunications, namely, a scalable, and open delivery platform for customer driven voice-data services over multi-protocol networks, and instruction manuals sold as a unit (Int. Cl. 38) telecommunications services, for local and long-distance communications.