

05-30-2002

TRADEMARK

OFFICE OF RECORDS

NOV 23 AM 7:36

FINANCE SECTION



102106961

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New **5-23-02**
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☒ Other License Agreement Termination

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Cirilium Corporation

4/29/2002

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other

☒ Citizenship/State of Incorporation/Organization Nevada

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Inter-Tel, Inc.

DBA/KA/TA

Composed of

Address (line 1) 1615 S. 52nd Street

Address (line 2)

Address (line 3) Tempe

City

Arizona

State/Country

85281

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization Arizona

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.
(Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

05/29/2002 TDIAZ1 00000064 75714396

01 FC:481

40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

TRADEMARK
REEL: 002515 FRAME: 0658

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(602) 382-6275

Name

Michelle R. Whittington, Esq.

Address (line 1)

SNELL & WILMER LLP

Address (line 2)

One Arizona Center

Address (line 3)

400 East Van Buren

Address (line 4)

Phoenix, Arizona 85004-2212

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

8

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/714,396

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40

Method of Payment:

Enclosed

☒

Deposit Account

☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

19-2814

Authorization to charge additional fees:

Yes

☒

No

☐

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. Charges to deposit account are authorized, as indicated herein.

Michelle R. Whittington, Reg. No. 43,844

Name of Person Signing

Signature

Date Signed

48135.0400

TRADEMARK

REEL: 002515 FRAME: 0659

TECHNOLOGY CONTRIBUTION AND LICENSE AGREEMENT TERMINATION

WHEREAS, Inter-Tel, Incorporated, an Arizona corporation ("Inter-Tel"), and Cirilium Corporation, a Nevada corporation ("Cirilium"), entered into a Technology Contribution and License Agreement (the "Agreement") on December 10, 1999, which certain rights in Inter-Tel Intellectual Property were granted to Cirilium and identified as "Assigned Licenses," "Assigned Technology," "Assigned Trademarks," "Licensed Marks," "Licensed Materials," and "Licensed Technology" and listed in Schedules A, B1, B2, C, D, E and F of the Agreement and reproduced as attachments hereto. All capitalized terms in this Termination Agreement shall have the same meaning as their capitalized counterparts in the Agreement.

WHEREAS, Section 10.3 of the Agreement provides that all licenses granted to Cirilium by Inter-Tel under the Agreement shall automatically terminate in the event of a party's insolvency and/or dissolution.

WHEREAS, Section 10.4 of the Agreement sets forth the requirements in the event of termination of the Agreement or the dissolution of Cirilium and provides that Cirilium will re-assign to Inter-Tel the assigned Intellectual Property under the Agreement, together with all enhancements Cirilium has developed.

NOW THEREFORE, Cirilium agrees as follows: (1) Cirilium's recent dissolution is a dissolution under Section 10 of the Agreement; (2) pursuant to Section 10.3 of the Agreement, all licenses granted to Cirilium by Inter-Tel under the Agreement have terminated, the effect of which is memorialized in this Termination Agreement; (3) pursuant to Section 10.4 of the Agreement, Cirilium hereby assigns to Inter-Tel all right, title and interest in and to all Intellectual Property previously assigned to Cirilium under the Agreement, including, but not limited to, the Assigned Technology, the Assigned Licenses, and the Assigned Trademarks, as well as all enhancements, if any, Cirilium developed thereto, including all applicable source code relating to enhancements or design variations to the Assigned Technology and the Assigned Licenses.

IN WITNESS WHEREOF, the signature below of Cirilium's duly authorized representative binds Cirilium to the provisions of this Termination Agreement as of APR - 29, 2002.

CIRILIUM CORPORATION,

Name: Paul Wallner

Title: President and Director

County of Maricopa)
State of Arizona)

Then personally appeared the above named _____ and acknowledged the foregoing act to be his/her free act and deed, before me, this _____ day of _____, 2002.

Notary Public

My commission expires:

SCHEDULE A**Delivery**

- Source code and object code for Vocal'Net Gateway products.
- Source code and object code for Vocal'Net SS7 Gateway products.¹
- Source code and object code for Vocal'Net Centralized Accounting System (CAS).¹
- Source code and object code for Vocal'Net Gatekeeper.¹
- Object Code and documentation for Radvision H.323 Client and Gatekeeper technology.¹

¹ Pursuant to the ASSET PURCHASE AGREEMENT dated October 30, 2001 between Cirilium, Inc. a Florida corporation, Cirilium Corporation, Heritage Communications Corporation, and Paul Wallner, Cirilium Corporation agreed to sell, assign, transfer and deliver to Cirilium, Inc. certain assets, which may include the above items. Inter-Tel, Inc., as a signatory to the AGREEMENT for limited purposes defined in the AGREEMENT, acknowledged that it does not have any right, title or interest in technology hereafter developed by Cirilium, Inc.; provided, however, that Inter-Tel is not precluded from continuing to use and sublicense technology in connection with its business. Inter-Tel forever releases Cirilium Corporation and Cirilium, Inc. from any obligations arising after the AGREEMENT to provide enhancements or modifications pursuant to Section 4.4 of the Technology Contribution and License Agreement dated December 10, 1999 between Cirilium Corporation and Inter-Tel.

SCHEDULE B1**Assigned Technology**

- Source code and object code for Vocal'Net Gateway products.
- Source code and object code for Vocal'Net SS7 Gateway products.²
- Source code and object code for Vocal'Net Centralized Accounting System (CAS).²
- Source code and object code for Vocal'Net Gatekeeper.²
- Object Code and documentation for Radvision H.323 Client and Gatekeeper technology.²

² Pursuant to the ASSET PURCHASE AGREEMENT dated October 30, 2001 between Cirilium, Inc. a Florida corporation, Cirilium Corporation, Heritage Communications Corporation, and Paul Wallner, Cirilium Corporation agreed to sell, assign, transfer and deliver to Cirilium, Inc. certain assets, which may include the above items. Inter-Tel, Inc., as a signatory to the AGREEMENT for limited purposes defined in the AGREEMENT, acknowledged that it does not have any right, title or interest in technology hereafter developed by Cirilium, Inc.; provided, however, that Inter-Tel is not precluded from continuing to use and sublicense technology in connection with its business. Inter-Tel forever releases Cirilium Corporation and Cirilium, Inc. from any obligations arising after the AGREEMENT to provide enhancements or modifications pursuant to Section 4.4 of the Technology Contribution and License Agreement dated December 10, 1999 between Cirilium Corporation and Inter-Tel.

SCHEDULE B2**Assigned Licenses**

- **Software License Agreement, dated February 15, 1999, between Radvision, Inc. and Inter-Tel. Subject Matter: Radvision H.323 Client Object Code – H.323 software used in the Inter-Tel VocalNet Gateways and the H.323 IVR system; and Radvision H.323 Gatekeeper Object Code – H.323 Gatekeeper software that is integrated with the CAS system to provide an H.323 billing system.³**

³ Pursuant to the ASSET PURCHASE AGREEMENT dated October 30, 2001 between Cirilium, Inc. a Florida corporation, Cirilium Corporation, Heritage Communications Corporation, and Paul Wallner, Cirilium Corporation agreed to sell, assign, transfer and deliver to Cirilium, Inc. certain assets, which may include the above items. Inter-Tel, Inc., as a signatory to the AGREEMENT for limited purposes defined in the AGREEMENT, acknowledged that it does not have any right, title or interest in technology hereafter developed by Cirilium, Inc.; provided, however, that Inter-Tel is not precluded from continuing to use and sublicense technology in connection with its business. Inter-Tel forever releases Cirilium Corporation and Cirilium, Inc. from any obligations arising after the AGREEMENT to provide enhancements or modifications pursuant to Section 4.4 of the Technology Contribution and License Agreement dated December 10, 1999 between Cirilium Corporation and Inter-Tel.

SCHEDULE C

Licensed Technology

- Inter-Tel IP Telephony U.S. patent application #08/895,650 (File Date: 7/17/97; Title: INTERNET CALLING SYSTEM) if granted.

BRANDQ\PIX\1007299.S

SCHEDULE D

Licensed Marks

- "Inter-Tel" trademark and logo for purposes of marketing and documentation.

BRANDQJPHX01007299.5

SCHEDULE E
Licensed Materials

[This page intentionally left blank.]

BRANDQ\PIX\1007299.5

TRADEMARK
REEL: 002515 FRAME: 0666

SCHEDULE F

Assigned Trademarks

Trademark "Inter-Tel Vocal'Net". Serial Number 75/714396 (Filed May 26, 1999)

BRANDONPHX\1007299.5