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To the Honorable Commissioner of Patents and Trademarks 102247276

attached original documents or copy thereof.

1. Name of conveying party(ies):

Bank of America, N.A.

10/7/02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Releas and Quit Claim Assignment
- Merger
- Change of Name

Execution Date: 9/26/02

2. Name and address of receiving party(ies)

Name: Inter-Tel, Inc.

Internal Address: \_\_\_\_\_

Street Address: 1615 S. 52nd St.

City: Tempe State: AZ ZIP: 85281

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State AZ
- Other \_\_\_\_\_

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,709,795 ENVOY  
449,024 INTER-TEL

Additional numbers attached?  Yes  No

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

Name: LaValle D. Ptak

Internal Address: Law Office of LaValle Ptak

Street Address: 28435 N. 42nd Street

City: Cave Creek State: AZ ZIP: 85331

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

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

1 FC:481 40.00 DP  
2 FC:482 25.00 DP

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.

LaValle D. Ptak  
Name of Person Signing

LaValle Ptak  
Signature

10/1/02  
Date

Total number of pages including cover sheet, attachments, and document: 4

**ASSIGNOR: Bank of America, N.A., successor to and f/k/a  
Continental Bank, N.A.**

**ASSIGNEE: Inter-Tel, Inc.**

**RELEASE AND QUIT CLAIM ASSIGNMENT**

This RELEASE AND QUIT CLAIM ASSIGNMENT is made and entered into the 3rd day of August, 2002, by and between Bank of America, N.A., successor to and f/k/a Continental Bank, N.A., with an office located at 800 North Market Street, St. Louis, Missouri 63101 ("Assignor"), and Inter-Tel, Inc., an Arizona corporation with its principal office located at 1615 S. 52nd Street, Tempe, AZ 85281 ("Assignee").

**W I T N E S S E T H**

**WHEREAS**, to secure the complete and timely performance of certain obligations, The Continental Bank, N.A. and Inter-Tel, Inc., or its related entities, respectively, entered into a Trademark Collateral Assignment and Security Agreement dated December 29, 1992, by which Continental Bank, N.A. acquired a security interest in the trademarks, the registrations thereof ("the Trademark Collateral") and the goodwill of the business symbolized thereby; and

**WHEREAS**, notice of the Security Agreements was recorded in the United States Patent and Trademark Office against the Trademark Collateral; and

**WHEREAS**, Assignee and Assignor wish to release and return to Assignee, any right, title, and interest that Assignor may have acquired in the Trademark Collateral.

**NOW, THEREFORE**, in consideration of full payment and complete satisfaction of all obligations and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby RELEASES AND TERMINATES, without any reservation, any and all right, title, and interest it may have acquired in the Trademark Collateral and the goodwill of the business symbolized thereby, by virtue of the Security Agreements, and any amendments, supplements or modifications thereto and hereby ASSIGNS, TRANSFERS AND CONVEYS to Assignee, without representation or warranty, the entire right, title, and interest Assignor has in and to the Trademark Collateral set forth on Schedule A attached hereto and by reference, incorporated herein and the goodwill of the business symbolized thereby.

2. Assignor, at no expense to itself, agrees to sign such further releases and assignments, and cooperate with the filing and recordation of this Release and Quit Claim Assignment and/or such other releases and assignments, as is reasonably requested by Assignee to release any rights acquired by Assignor in the Trademark Collateral and the goodwill of the business symbolized thereby as a result of the Security Agreements, and any amendments, supplements or modifications thereto.

**IN WITNESS WHEREOF**, Assignor has caused this **RELEASE AND QUIT CLAIM ASSIGNMENT** to be executed as of the date first hereinabove written.

BANK OF AMERICA, N.A., successor to and f/k/a  
Continental Bank, N.A.

By: *Kathleen A. Ahrens*

Name: Kathleen A. Ahrens

Title: Vice President

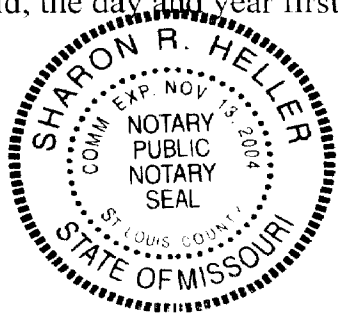
Date: September 26, 2002

STATE OF MISSOURI     )  
  ) ss.  
CITY OF ST. LOUIS     )

On this 26th day of September, 2002, before me appeared Arlene J. Browden, to me personally known, who, being by me duly sworn, did say that she is the Vice President of Bank of America, N.A., and that said instrument was signed in behalf of said national association by authority of its Board of Directors; and said Arlene J. Browden acknowledged said instrument to be the free act and deed of said national association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

*Sharon R. Heller*  
Sharon R. Heller, Notary Public



My term expires:

SCHEDULE A

Trademarks:

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	ENVOY	1,709,795	8/25/92
USA	INTER-TEL	449,024	2/16/73