

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Asset Purchase Agreement & assignment
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SpartaCom Technologies, Inc.		09/17/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Converging Technologies, Inc.
Street Address:	One South Church Avenue
Internal Address:	Suite 2200
City:	Tucson
State/Country:	ARIZONA
Postal Code:	85701
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2560316	WEBDEMO
Registration Number:	2737795	LINKTIVITY
Registration Number:	1881237	NODERUNNER
Registration Number:	1644997	LANTASTIC
Registration Number:	2500816	RECOVERIT
Registration Number:	2131106	INSYNC MODEMSHARE
Registration Number:	2375915	BIZFAX
Registration Number:	2339598	ARTISOFT MODEMSHARE
Registration Number:	2624462	U OF E
Registration Number:	2770079	YOUR REMOTE POSSIBILITY
Registration Number:	2113524	WINBEEP
Registration Number:	2769678	LINKTIVITY WEBINTERACTIVE
Registration Number:	2540206	COSESSION
Registration Number:	2122229	COSESSION REMOTE

CH \$365.00 2560316

CORRESPONDENCE DATA

Fax Number: (602)382-6070

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: pdemello@swlaw.com

Correspondent Name: John H. Platt

Address Line 1: 400 East Van Buren

Address Line 2: One Arizona Center

Address Line 4: Phoenix, ARIZONA 85004-2202

ATTORNEY DOCKET NUMBER:	44617.0001
NAME OF SUBMITTER:	John H. Platt

Total Attachments: 12

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ASSET PURCHASE AGREEMENT

Dated

September 17, 2003

among

Spartacom Technologies, Inc.

and

Converging Technologies, Inc.

ASSET PURCHASE AGREEMENT dated September 17, 2003, between Spartacom Technologies, Inc., a Delaware corporation (“Seller”), and Converging Technologies, Inc., a Delaware corporation (the “Purchaser”).

This Agreement sets forth the terms and conditions upon which Seller will sell and transfer to Purchaser, and Purchaser will purchase and assume from Seller, certain assets and liabilities of Seller.

In consideration of the mutual agreements contained herein, the parties agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

As used in this Agreement each of the following terms shall have the following meaning:

1.01 “Acquired Assets” means all of Seller’s right, title and interest in the assets listed below, used to conduct the Business (as defined below), excluding Excluded Liabilities. The Acquired Assets include all right, title and interest of Seller in, to and under the following:

(a) All computers, machinery and equipment, tools, furnishings and other items of tangible personal property used in the Business, including those listed in Schedule 1.01(a) hereto;

(b) The U.S. patent and the trademarks, trademark registrations, and trademark applications owned by Seller, used in the Business and listed in Schedule 1.01(b) hereto;

(c) The copyrights and copyright applications owned by Seller and used in the Business with respect to the products listed on Schedule 1.01(f) hereto;

(d) the backlog, contracts, leases, leasehold improvements, purchase orders, commitments, letters of intent, proposals and agreements concerning the Business including, without limitation, those listed on Schedule 1.01(d) hereto;

(e) the accounts receivable, and the amounts in the operational, payroll and money market bank accounts on the date hereof concerning the Business, including, without limitation, the accounts receivable, financial accounts, and cash and cash equivalents listed on Schedule 1.01(e);

(f) all intangible assets of Seller used in the Business, including telephone and facsimile numbers, e-mail addresses, domain names, customers, prospect and reference lists, technical information, manufacturing procedures and records, computer software, trade secrets, formulae, processes, technology, innovations, inventions, engineering drawings, designs, patterns and similar information generally described as know-how, research, marketing and other data, together with the goodwill relating thereto, including the domain names and telephone numbers listed on Schedule 1.01(f) hereto;

(g) the records relating to the purchase of supplies or services, records relating to the production and sale of software products or services, catalogs, manuals, computerized books and records, processes, and formulas, maintenance records and know-how of the Business;

(h) all inventory, including raw materials, work in process, finished goods, spare parts and supplies of the Business;

(i) all Federal, state and local governmental licenses, permits, approvals and authorizations relating to the Business, to the extent such licenses, permits, approvals and authorizations are transferable; and

(j) all claims of Seller against third parties relating to the Acquired Assets, whether known or unknown, contingent or noncontingent.

1.02 "Assumed Liabilities" shall mean all liabilities of Seller with the exception of:

(a) the Retained Liability; and

(b) Any taxes, charges, levies or similar assessments or liabilities, or interest, fines, penalties or assessments, imposed by or arising from any dispute with the federal, state or local taxation authorities resulting from or incurred in connection with the payment in kind made by Seller to SpartaCom SA or Prologue Software; and

(c) Any liabilities, or interest resulting from or incurred in connection with the long term loans (other than the Loan, as defined in the Loan Repayment Agreement) or royalties in kind owed by Seller to SpartaCom SA or Prologue Software.

1.03 “Business” means the business, as currently conducted by Seller of developing web-based conferencing, collaboration, and eSupport software; network operating systems and communications software for small to medium-sized businesses and retail point-of-sale; remote computing and system recovery software for enterprises of all sizes.

1.04 “Prologue Software” means Prologue Software, a French *société anonyme* and the parent company of Spartacom S.A.

1.05 “Retained Liability” means any liability of Seller and/or its current or former officers, directors, agents, or employees for claims made or brought by International Business Machines Corporation (“IBM”) in connection with the dispute described in Schedule 1.04 under the License Agreement dated February 15, 1994 between IBM and Triton Technologies, Incorporated.

1.06 “Spartacom S.A.” means Spartacom, a French *société anonyme* and the parent company of Seller.

ARTICLE II

PURCHASE AND SALE OF ASSETS AND ASSUMPTION OF LIABILITIES

2.01 **Purchase and Sale of Assets.** Subject to the terms and conditions of this Agreement and in reliance upon the representations, warranties and covenants set forth herein, at the Closing, Seller will sell, transfer, convey, assign and deliver to Purchaser, and Purchaser will purchase, acquire and accept the Acquired Assets, free and clear of all liens, security interests, charges, claims, equities or encumbrances of whatever nature, and Purchaser will assume the Assumed Liabilities.

2.02 **Consideration.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement,
each by its duly-authorized officer, as of the day and year first above written.

SPARTACOM TECHNOLOGIES, Inc.

By: _____
Christian Leonetti
Chairman

CONVERGING TECHNOLOGIES, INC.

By: _____
Scott S. Moule
President and CEO

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Spartacom Tech. Inc.

520-670-7379

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each by its duly-authorized officer,
as of the day and year first above written.

SPARTACOM TECHNOLOGIES, Inc.

By: _____

Christian Leonetti
Chairman

CONVERGENCE TECHNOLOGIES, INC.

By: _____

Scott S. Mobile
President and CEO

ASSET PURCHASE AGREEMENT SIGNATURE PAGE

Schedule 1.01(a)	Equipment, Etc.
Schedule 1.01(b)	Trademarks
Schedule 1.01(d)	Backlog, etc.
Schedule 1.01(e)	Accounts Receivable, etc.
Schedule 1.01(f)	Intangible Assets
Schedule 1.04	IBM Dispute
Exhibit A	Loan Repayment Agreement
Exhibit B	Security Agreement (Prologue Software)
Exhibit C	Security Agreement (Spartacom Technologies, Inc.)
Exhibit D	Bill of Sale
Exhibit E	Trademark Assignment Agreement
Exhibit F	Patent Assignment
Exhibit G	Instrument of Assumption

Schedule 1.01(b)

Key:

Red are Linktivity marks

Blue are other marks and patents

PATENT

Circuit to Selectively Process Dip Switches onto Bus Lines

<u>Country</u>	<u>Patent No.</u>	<u>Date</u>
United States	5,159,209	Oct. 27, 1992

TRADEMARKS

(Registered and Applications):

Trademark	US App. No. & Filing Date	US Reg. No. & Reg. Date	§ 8 & 15 Aff'd. Due	§8 & 9 Renewal Due
WEBDEMO	76/133,662 09/22/00	2,560,316 04/09/02	04/08/08	04/08/12
LINKTIVITY	76/193,429 01/10/01	--	--	--
NODERUNNER	74/339444 12/14/92	1,881,237 02/28/95		02/28/05
LANTASTIC	73/788321 03/21/89	1,644,997 05/21/91		05/20/11
RECOVERIT (stylized)	75/743,829 07/06/99	2,500,816	10/22/07	10/22/11
INSYNC MODEMSHARE	75/063945 02/27/96	2,131,106 01/20/98	01/19/04	01/19/08
BIZFAX	75/514773 06/23/98	2,375,915 08/08/00	08/07/06	08/07/10
ARTISOFT MODEMSHARE	75/367713 10/03/97	2,339,598 04/11/00	04/10/06	04/10/10
U OF E	76/294,994 08/03/01	2,624,462 09/24/02	09/23/08	09/23/12
YOUR REMOTE POSSIBILITY	76/384,369 09/19/02			
WINBEEP				11/18/03

LINKTIVITY WEBINTERACTIVE	76/193,428 01/10/01	--	--	--
WEBINTERACTIVE	76/193,427 01/11/01	--	--	--
COSESSION	76/235,697 03/30/01	2,540,206 02/19/01	02/18/07	02/18/11
COSESSION REMOTE	75/063944 02/27/96	2,122,229 12/16/97	12/15/03	12/15/07
ARTISOFT MODEMSHARE	75/367713 10/03/97	2,339,598 04/11/00	04/10/06	04/10/10
LINKTIVITY WEBDEMO	76/235,694 03/30/01	--	--	--
LINKTIVITY WEBDEMO	76/235,694 03/30/01	--	--	--

Registration numbers in bold have attained incontestable status (§15).

FOREIGN TRADEMARKS

Docket No.	Country	Mark	Serial No. Filed Date	Reg. No. Reg. Date	Goods
38126.0205	Europe	WEBDEMO Priority Basis: U.S. Serial No. 76/133662, filed 9/22/00	002135978 filed 3/19/01	002135978 dated 6/20/02	IC 9: Computer software, namely, telecommunications gateway software that enables users to schedule and conduct conferences by facilitating communications between computers and global computer networks; IC38: Telecommunications gateway services, namely, enabling users to schedule and conduct conferences by facilitating communications between computers and global computer networks connected by common protocols.
38126.0405	Europe	LINKTIVITY Priority Basis: U.S. Serial No. 76/193429, filed 1/10/01	002184331 filed 4/19/01	002184331 dated 7/29/02	IC 9: Computer software, namely, web-based audio, video and data conferencing, collaboration and remote PC control software for corporate sales, marketing, training and help-desk applications

Docket No.	Country	Mark	Serial No. Filed Date	Reg. No. Reg. Date	Goods
38126.1001	Australia	LANTASTIC		551,604 dated 3/6/98	
38126.1003	Canada	LANTASTIC	677,228 filed 3/6/91	TMA407,417 dated 1/29/93	
38126.1005	Europe	LANTASTIC	002293918 filed 7/9/01	002293918 dated 10/30/02	IC 9: Local area networks, computer operating programs for use with local area networks, and user manuals in electronic format sold therewith.
38126.1013	Mexico	LANTASTIC		467,052 dated 3/25/93	
38126.1305	Europe	RECOVERIT	002182426 filed 4/19/01		
38126.1505	Europe	WEBINTERACTIVE Priority Basis: U.S. Serial No. 76/193427, filed 1/10/01	002293892 filed 7/9/01		

Docket No.	Country	Mark	Serial No. Filed Date	Reg. No. Reg. Date	Goods
38126.1905	Europe	COSESSION	001074087 filed 2/12/99	001074087 dated 5/16/00	

COSESSION (Registered Trademark)

<u>Country</u>	<u>App./Reg. No.</u>	<u>Date</u>
European Community		02/12/99
Germany	39625024	08/16/96
Hong Kong	3749/2000	02/25/99

COSESSION REMOTE (Registered Trademark)

<u>Country</u>	<u>App./Reg. No.</u>	<u>Date</u>
United States	2,122,229	12/16/97

I.SHARE (Intent-to-Use Trademark Application)

<u>Country</u>	<u>App./Reg. No.</u>	<u>Date</u>
United States	75/938,978	03/08/00

LANTASTIC (Registered Trademark) in the following countries:

<u>Country</u>	<u>App./Reg. No.</u>	<u>Date</u>
Argentina	1.510.425	03/15/93
Australia	551,604	03/06/91
Austria	137766	09/16/91
Benelux	461672	06/20/89
Brazil	817163700	02/12/97
Chile (9,16)	416.636	03/30/93
Chile (37, 42)	416.637	03/30/93
Colombia	155,976	02/21/94
Czech Republic	184098	03/25/93
Denmark	01 974 1992	03/27/92
Finland	120415	07/20/92
France	1648248	03/06/91
Germany	1169389	12/11/90
Hong Kong	4351/92	03/17/91
Israel	79112	03/05/91
Italy	621796	03/06/91

Mexico	467052	03/25/93
New Zealand	208684	03/07/91
Norway	152.932	10/22/92
People's Republic of China	542340	11/16/91
Republic of Korea	252140	10/20/92
Republic of Singapore	2683/91	03/07/91
Republic of South Africa	91/1528	03/06/91
Spain	1622066	03/06/91
Sweden	247437	03/19/93
Switzerland	388783	03/06/91
United Kingdom	1391938	06/20/96
United States	1,644,997	05/21/91
Venezuela	4492/93	12/06/93

LANTASTIC with Katakana (Registered Trademark)

<u>Country</u>	<u>App./Reg. No.</u>	<u>Date</u>
Japan	2610963	12/24/93

LANTASTIC ON BOARD (Registered Trademark)

<u>Country</u>	<u>App./Reg. No.</u>	<u>Date</u>
United States	1,826,176	03/15/94

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Spartacom Tech. Inc.

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Spartacom Tech. Inc.

TRADEMARK ASSIGNMENT

This ASSIGNMENT is dated as of September 17, 2003, between Spartacom Technologies, Inc., a Delaware corporation ("Assignor") and Converging Technologies, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, trademark applications and trademark registrations set forth on Exhibit A hereto (collectively the "Trademarks"); and

WHEREAS, Assignee wishes to acquire the full and exclusive right, title, and interest in and to the Trademarks, including the goodwill embodied therein and the right to sue for infringements and past infringements thereof, and Assignor is willing to sell, convey, transfer and assign the Trademarks and such rights to Assignee, on the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers unto Assignee, its successors, assigns, and legal representatives, the full and exclusive right, title, and interest in and to the Trademarks, including the goodwill embodied therein and the right to sue for infringements and past infringements thereof.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the date set forth above.

SPARTACOM TECHNOLOGIES, INC.

By :

Christian Leonetti,
Chairman



CONVERGING TECHNOLOGIES, INC.

By :

Scott Monte, President and CEO



TRADEMARK

RECORDED: 12/09/2003

REEL: 002760 FRAME: 0593