

08-15-2003

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

RE



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102525444

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Melita Intellectual Property, Inc.

8-12-03

- Individual(s)
- General Partnership
- Corporation (State-Georgia)
- Other

- Association
- Limited Partnership

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

2. Name and Address of receiving party(ies)

Name: CIM, Ltd.

Address: c/o Golden Gate Private Equity One
One Embarcadero Center
San Francisco, CA 94111

2003 AUG 12 PM 9:05
OPR/FINANCE

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation (State -)
- Other Cayman Islands Company

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

3. Nature of conveyance:

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

Execution Date: May 15, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) (see attached schedule)

2433709

Additional numbers attached? Yes No

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

Hayley M. Smith
Senior Legal Assistant
Kirkland & Ellis LLP
153 East 53rd Street
New York, NY 10022-4675

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41)..... \$265

- Enclosed
- Authorized to be charged to Deposit Account

8. Deposit Account No. 111098

(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.

Hayley Smith

Name of Person Signing

Hayley Smith

Signature

8/12/03

Date

08/14/2003 LNUELLER 00000000 2433709

01 FC:8521
02 FC:8522

Total number of pages including cover sheet, attachments, and document: 40.00 OP
225.00 OP

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

SCHEDULE A
United States Trademark Registrations

Trademark	Owner	Serial No.	Reg. No.	Reg. Date	Comments
ESHARE	Melita Intellectual Property, Inc.	2,433,709		3/6/01	CIM
ESHARE EXPRESSIONS	Melita Intellectual Property, Inc.	2,189,275		9/15/98	CIM
ESHARE NETAGENT	Melita Intellectual Property, Inc.	2,470,140		7/17/2001	CIM
ESHARE NETAGENT	Melita Intellectual Property, Inc.	2,666,502		12/24/02	CIM
ESHARE REUNION	Melita Intellectual Property, Inc.	2,254,235		6/15/99	CIM
ESHARE TECHNOLOGIES	Melita Intellectual Property, Inc.	2,258,534		7/6/99	CIM
ESHARE TECHNOLOGIES	Melita Intellectual Property, Inc.	2,206,751		12/1/98	CIM
UNIVERSAL SWITCH	Melita Intellectual Property, Inc.	1,802,592		11/2/93	CIM
MAGELLAN	Melita Intellectual Property, Inc.	2,257,387		6/29/99	CIM
NETAGENT	Melita Intellectual Property, Inc.	2,666,502		12/24/02	CIM

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 15th day of May, 2003, ("Effective Date"), by and between Melita Intellectual Property, Inc., a Georgia corporation having a place of business at 5051 Peachtree Corners Circle, Norcross, Georgia 30092 ("Assignor"), and CIM, Ltd., a Cayman Islands company having a place of business at c/o Golden Gate Private Equity, Inc., One Embarcadero Center, 33rd Floor, San Francisco, California, 94111 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of May 6, 2003 ("Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the assets, properties and rights pertaining to the Business as defined in the Purchase Agreement; and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all trademarks and trademark applications relating to the Business, including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, in each case, together with the goodwill of the business associated therewith, (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for

registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

If Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as the Assignor's agent and attorney in fact, which appointment is coupled with an interest, to act for and on the Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Assignor.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR

Melita Intellectual Property, Inc.
By: [Signature]
Name: J. De Sullivan
Title: President

ASSIGNEE

CIM, Ltd.
By: [Signature]
Name:
Title:

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

On this 15th day of May, 2003, before me, ELIDA A. PANEK, Notary Public, personally appeared Jude Sullivan, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity up on behalf of which the person acted, executed the instrument.

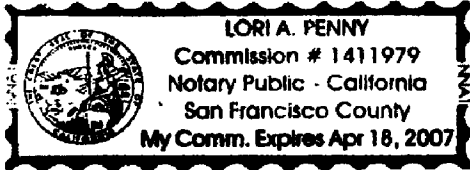
WITNESS my hand and official seal.

[Signature]
Notary Public



STATE OF California)
) ss.
COUNTY OF San Francisco)

On this 14th day of May, 2003, before me, Lori A. Penny, Notary Public, personally appeared Prescott Ashe, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity up on behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Lori A. Penny
Notary Public

SCHEDULE A
United States Trademark Registrations

Trademark	Owner	Reg. No.	Reg. Date	Product/Business Unit and Comments
ESHARE	Melita Intellectual Property, Inc.	2,433,709	3/6/01	CIM
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ESHARE TECHNOLOGIES	Melita Intellectual Property, Inc.	2,258,334	7/6/99	CIM
ESHARE TECHNOLOGIES	Melita Intellectual Property, Inc.	2,206,751	12/1/98	CIM
EXCEEDING CUSTOMER EXPECTATIONS	Melita Intellectual Property, Inc.	1,866,214	12/6/94	CIM -- CANCELLED
UNIVERSAL SWITCH	Melita Intellectual Property, Inc.	1,802,592	11/2/93	CIM
MAGELLAN	Melita Intellectual Property, Inc.	2,257,387	6/29/99	CIM
NETAGENT	Melita Intellectual Property, Inc.	2,666,502	12/24/02	CIM

SCHEDULE B
United States Trademark Applications

Trademark	Applicant	Ser. No.	Filing Date	Comments
CONNECTIONS	Melita Intellectual Property, Inc.	78-015069	6/30/00	CIM -- Abandoned, 9/8/01
E360	Melita Intellectual Property, Inc.	75-870354	12/23/99	CIM -- Abandoned, 1/25/02
E360	Melita Intellectual Property, Inc.	75-679100	4/9/99	CIM -- Abandoned, 2/16/02
DESIGN ONLY	Melita Intellectual Property, Inc.	78-015073	6/30/00	CIM -- Abandoned, 8/4/02
ECOLLABORATION	Melita Intellectual Property, Inc.	75-679103	4/9/99	CIM -- Abandoned, 9/20/01
ECOLLECTIONS	Melita Intellectual Property, Inc.	75-679102	4/9/99	CIM -- Abandoned, 1/18/02
ESHARE	Melita Intellectual Property, Inc.	78-003615	4/11/00	CIM -- Abandoned, 4/17/02
ESHARE RE:SPONSE	Melita Intellectual Property, Inc.	78-015130	6/30/00	CIM -- Abandoned, 6/26/02
ESHARE CONNECTIONS	Melita Intellectual Property, Inc.	78-015128	6/30/00	CIM -- Abandoned, 10/24/02
IQUEUE	Melita Intellectual Property, Inc.	75-809431	9/7/99	CIM -- Abandoned, 8/8/02
NETHELP	Melita Intellectual Property, Inc.	78-061539	5/2/01	CIM -- Abandoned, 6/5/02
ESHARE CONVERSATIONS	Melita Intellectual Property, Inc.	78-015063	6/30/00	CIM -- Abandoned, 4/12/01
PORTAL FRANCHISE	Melita Intellectual Property, Inc.	78-061523	5/2/01	CIM -- Abandoned, 3/22/01
RE:SPONSE	Melita Intellectual Property, Inc.	78-015055	6/30/00	CIM -- Abandoned, 8/1/01
REALANSWER	Melita Intellectual Property, Inc.	78-061533	5/2/01	CIM -- Abandoned, 6/5/02
THE CUSTOMER INTERACTION CO.	Melita Intellectual Property, Inc.	78-061533	5/2/01	CIM -- Abandoned, 3/23/02
VIRTUAL BUSINESS MACHINE	Melita Intellectual Property, Inc.	75-590022	11/17/98	CIM -- Abandoned, 7/18/01
WEBCOLLABORATION	Melita Intellectual Property, Inc.	75-809430	9/27/99	CIM -- Abandoned, 2/8/02
XCHANGE	Melita Intellectual Property, Inc.	78-061549	5/2/01	CIM -- Abandoned, 3/23/02