# P \$40.00 2310

## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:

**NEW ASSIGNMENT** 

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cisco Systems, Inc.		07/23/2001	CORPORATION:

#### RECEIVING PARTY DATA

Name:	CMG Telecommunications, Inc.	
Also Known As:	LogicaCMG	
Street Address:	32 Hartwell Ave.	
City:	Lexington	
State/Country:	MASSACHUSETTS	
Postal Code:	02421	
Entity Type:	CORPORATION:	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2310284	IRIS

### **CORRESPONDENCE DATA**

Fax Number: (617)476-8010

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

Phone: (617) 476-8298

Email: dave.mcnally@logicacmg.com

Correspondent Name: David K. McNally, Esq.

Address Line 1: 32 Hartwell Ave.
Address Line 2: LogicaCMG

Address Line 4: Lexington, MASSACHUSETTS 02421

ATTORNEY DOCKET NUMBER: 012183.30351

NAME OF SUBMITTER: Mark J. Plotkin, Esq.

Total Attachments: 4

source=IRIS Assignment#page1.tif source=IRIS Assignment#page2.tif

TRADEMARK REEL: 002824 FRAME: 0454

900006855

source=IRIS Assignment#page3.tif source=IRIS Assignment#page4.tif

TRADEMARK
REEL: 002824 FRAME: 0455

TO 90016174768010

P.03/06

# TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is entered into as of July 23. 2001, by and between CMG Telecommunications, Inc., a Delaware corporation having its principal place of business at 547 Amherst Street, 3rd Floor, Nashua, NH 03063 ("Purchaser") and Cisco Systems, Inc., a California corporation having its principal place of business at 170 West Tasman Drive, San Jose, CA 95134 ("Seller"). Capitalized terms not defined herein shall have the meaning ascribed to them in that certain Asset Purchase Agreement, dated as of July 22, 2001 (the "Asset Purchase Agreement").

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

- 1. ASSIGNMENT. Seller hereby grants, transfers, assigns, conveys and relinquishes exclusively to Purchaser, its successors and assigns forever the entire title, right, interest, ownership and all subsidiary rights, including common law rights, in and to the trademarks, service marks, trade names, logos, registrations and applications identified in Schedule 1 attached hereto (the "Marks"), together with the goodwill associated therewith. As to United States Trademark Application 75/553304, Seller also conveys that portion of its business symbolized by the mark as part of the Asset Purchase Agreement.
- FURTHER CONVEYANCE ASSURANCES. Seller agrees, upon request by Purchaser, to
  execute and deliver such further conveyance instruments and take such further actions as
  may be reasonably necessary or desirable to evidence more fully the transfer of rights

# 3. GENERAL PROVISIONS.

- 3.1 <u>Amendment</u>. This Assignment may not be amended or modified except by an instrument in writing signed by both parties.
- 3.2 Entire Agreement. This Assignment, together with the Asset Purchase Agreement, constitutes the entire agreement between the parties and supercedes all prior and contemporaneous agreements and undertakings, both written and oral, between the parties with respect to the subject matter hereof.
- 3.3 <u>Counterparts</u>. This Assignment shall become effective upon execution by both parties. This Assignment may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be an original but all of which when taken shall constitute one and the same agreement.

[SIGNATURE PAGE TO FOLLOW]

TEMPASOCCUTT, PORCESORESCE, DENCE

FROM CMG WIRELESS DATA

IN WITNESS WHEREOF, Purchaser and Selier have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

WDS

CISCO SYSTEMS, INC.

يريمن Michel

Michelangelo Volai Senior Vice President and

Chief Strategy Officer

CMG TELECOMMUNICATIONS, INC.

By:\_ Name:

ame: ANNAR MAHMOOT

Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK REEL: 002824 FRAME: 0457

TO 90016174768010

P.05/06

# SCHEDULE 1

# Transferred Trademarks

# U.S. trademark applications and registrations;

IRIS (registered) SINGLE NUMBER REACH (abandoned) UM PLUS (abandoned) UM+ (abandoned) UNIFIED MESSAGING+ (pending) UNIFIED MESSAGING PLUS (abandoned)

# Product names:

uOne uVoice VoiceXML Server

Product features or components names uOne Cailing Services uOne Manager uOne Messaging Services uOne Foundation Services uOne Notification Services **uPower** uView Fast Login Group Mailbox MultiLine Service Notification Hot List Outdial Message Notification Single Number Access (SNA) Single Number Reach (SNR) Single Number Reach Services Inbound Call Handler uOne Manager Tool uOne Server uNotify uBabel uNotify uSMS Agent uWebConfig uScheduler TNT Attendant Call Coverage Login Synchronization Message AutoPlay

TRADEMARK

REEL: 002824 FRAME: 0458

WDS

TO 90016174760010

PAGE 08

P.06/06

PIN Skip Quick Config Address By Name Quick Config Tool

TOTAL P.05

**TRADEMARK RECORDED: 04/06/2004 REEL: 002824 FRAME: 0459**