

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interests recorded 12/11/2003 & 3/2/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Enterprise Partners VI, L.P.		05/26/2004	CORPORATION:
Ampersand 2001 Limited Partnership		05/26/2004	LIMITED PARTNERSHIP: DELAWARE
Ampersand 2001 Companion Fund Limited Partnership		05/26/2004	LIMITED PARTNERSHIP: DELAWARE
Ampersand 1999 Limited Partnership		05/26/2004	LIMITED PARTNERSHIP: DELAWARE
Crescendo III, L.P.		05/26/2004	LIMITED PARTNERSHIP: DELAWARE
Crescendo III, Executive Fund, L.P.		05/26/2004	LIMITED PARTNERSHIP: DELAWARE
Ampersand 1999 Companion Fund		05/26/2004	LIMITED PARTNERSHIP: DELAWARE
Crescendo III, GBR		05/26/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Ensemble Communications Inc.
Street Address:	9890 Towne Centre Drive
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2621747	ADAPTIX
Registration Number:	2540846	ENSEMBLE COMMUNICATIONS
Registration Number:	2559423	
Serial Number:	75745971	ENSEMBLE

CH \$115.00 2621747

CORRESPONDENCE DATA

Fax Number: (858)550-6420

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

Phone: 8585506065

Email: trademarks@cooley.com

Correspondent Name: Kent M. Walker, Esq./Cooley Godward

Address Line 1: 4401 Eastgate Mall

Address Line 4: San Diego, CALIFORNIA 92121-1909

NAME OF SUBMITTER:

Kent M. Walker, Esq.

Total Attachments: 6

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May 26, 2004

Ensemble Communications Inc.
9890 Towne Centre Drive
San Diego, CA 92121

Re: Payoff of Secured Indebtedness

Reference is made to those Note Purchase Agreements (the "*Note Purchase Agreements*") dated as of December 9, 2003 and February 20, 2004 by and among Ensemble Communications Inc. (the "*Company*") and the other parties signatory hereto (the "*Secured Noteholders*"), the Security Agreements and Intellectual Property Security Agreements dated as of such dates, the Secured Convertible Promissory Notes issued to each of the Secured Noteholders in connection therewith, and the other agreements, transactions and other obligations of the Company to the Secured Noteholders pursuant to such agreements (the Note Purchase Agreements and such other agreements, transactions and other obligations collectively, the "*Company Obligations*"). The Company Obligations are secured by security interests and/or other liens or encumbrances and related filings (collectively, of whatever nature, the "*Noteholder Liens*").

Each of the undersigned Secured Noteholders hereby acknowledges and agrees that effective as of the date hereof:

1. The Company Obligations have been satisfied and are of no further force or effect.
2. All Noteholder Liens are hereby released and shall be of no further force or effect.
3. Each Secured Noteholder hereby authorizes the Company to file any and all appropriate UCC terminations and each Noteholder agrees to provide such other releases as the Company may reasonably request to evidence the Secured Noteholders' release of the Noteholder Liens.
4. Upon the Company's reasonable request from time to time, each Secured Noteholder will execute and deliver such additional similar lien releases as may be necessary to effectively terminate any and all of the Noteholder Liens on the assets and properties of the Company on any public record.

By its signature below, each Secured Noteholder confirms its acknowledgment and agreement to the foregoing.

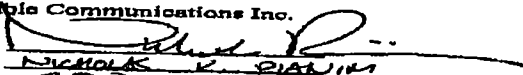
This Letter Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute but one and the same instrument. This

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Letter Agreement may be executed and delivered by any one or more of the parties by facsimile.

Very Truly Yours,

Ensemble Communications Inc.

By: 
Name: NICHOLAS V. DIAWANI
Title: CEO

ACKNOWLEDGED AND AGREED AS OF THE DATE FIRST WRITTEN ABOVE.

Secured Noteholders:

Enterprise Partners VI, L.P.

By: _____
Name: _____
Title: _____

Ampersand 2001 Limited Partnership

By: _____
Name: _____
Title: _____

Ampersand 2001 Companion Fund Limited Partnership

By: _____
Name: _____
Title: _____

Ampersand 1999 Limited Partnership

By: _____
Name: _____
Title: _____

Ampersand 1999 Companion Fund Limited Partnership

By: _____
Name: _____
Title: _____

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Letter Agreement may be executed and delivered by any one or more of the parties by facsimile.

Very Truly Yours,

Ensemble Communications Inc.

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED AS OF THE DATE FIRST WRITTEN ABOVE.

Secured Noteholders:

Enterprise Partners VI, L.P.

By: Andrew E. Senzel
Name: Andrew E. Senzel - Managing Director
Of: Enterprise Management Partners VI, LLC
Its: General Partner

Ampersand 2001 Limited Partnership

By: _____
Name: _____
Title: _____

Ampersand 2001 Companion Fund Limited Partnership

By: _____
Name: _____
Title: _____

Ampersand 1999 Limited Partnership

By: _____
Name: _____
Title: _____

Ampersand 1999 Companion Fund Limited Partnership

By: _____
Name: _____
Title: _____

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Letter Agreement may be executed and delivered by any one or more of the parties by facsimile.

Very Truly Yours,

Ensemble Communications Inc.

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED AS OF THE DATE FIRST WRITTEN ABOVE.

Secured Notcholders:

Enterprise Partners VI, L.P.

By: _____
Name: _____
Title: _____

BY: **AMPERSAND 2001 LIMITED PARTNERSHIP**
AMP-01 Management Company Limited Liability Company,
its General Partner

Charles D. Yie
By: Charles D. Yie
Its: Managing Member

BY: **AMPERSAND 2001 COMPANION FUND LIMITED PARTNERSHIP**
AMP-01 Management Company Limited Liability Company
its General Partner

Charles D. Yie
By: Charles D. Yie
Its: Managing Member

BY: **AMPERSAND 1999 LIMITED PARTNERSHIP**
AMP-99 Management Company Limited Liability Company,
its General Partner

Charles D. Yie
By: Charles D. Yie
Its: Managing Member

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BY:

AMPERSAND 1999 COMPANION FUND LIMITED PARTNERSHIP
AMP-99 Management Company Limited Liability Company
its General Partner


By: Charles D. Yic
Its: Managing Member

Crescendo III, L.P.

By: _____
Name: _____
Title: _____

Crescendo III Executive Fund, L.P.

By: _____
Name: _____
Title: _____

Crescendo III, GbR

By: _____
Name: _____
Title: _____

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Crescendo III, L.P.

By: [Signature]
Name: Anthony J. [unclear]
Title: Partner

Crescendo III Executive Fund, L.P.

By: [Signature]
Name: Anthony J. [unclear]
Title: Partner

Crescendo III, GPR

By: [Signature]
Name: Anthony J. [unclear]
Title: Partner

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