

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Norstan Communications, Inc.		07/30/2004	CORPORATION: MINNESOTA

RECEIVING PARTY DATA	
Name:	IPcelerate, Inc.
Street Address:	3448 Preston Lakes Drive
City:	Celina
State/Country:	TEXAS
Postal Code:	75009
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Serial Number:	76534512	NIPA
Serial Number:	76534510	NORA
Serial Number:	76553604	NORSTAN CDG
Serial Number:	76553603	CDG
Serial Number:	76553602	CONVERGENCE DEVELOPMENT GROUP

CORRESPONDENCE DATA	
Fax Number:	(312)236-3241
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-899-1694
Email:	dbrown@gouldratner.com
Correspondent Name:	David R. Brown
Address Line 1:	222 N. LaSalle St.
Address Line 2:	Suite 800
Address Line 4:	Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	82900-003
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NAME OF SUBMITTER:	David R. Brown, Attorney
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OP \$140.00 76534512

Total Attachments: 2

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT is executed and delivered pursuant to, and for the consideration provided in, an Asset Purchase Agreement ("Purchase Agreement") by and among Norstan Communications, Inc., a corporation organized under the laws of the State of Minnesota ("Assignor"), Norstan, Inc. ("Parent"), a Minnesota corporation and owner of 100 percent of the issued and outstanding capital stock of Seller, and IPcelerate, Inc., a corporation organized under the laws of the State of Delaware ("Assignee").

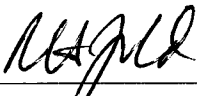
WHEREAS, Assignor is the owner of certain trademarks, trademark registrations, trademark applications, and tradenames relating to the products listed on Exhibit A attached hereto (the "Marks"); and

WHEREAS, Assignee, is desirous of acquiring any and all rights that Assignor may have in and to the Marks, together with the goodwill of the business in connection with the Marks are used;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all of its right, title and interest in and to all of the Marks, together with (a) all right to sue, demand or make any and all claims for, under and with respect to any and all past, current and future infringements of any or all of the Marks and (b) the goodwill of the business in connection with which same is used, the same to be held and enjoyed by the Assignee, its successors and assigns to the full end of the terms for which the Marks are valid.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed by its duly authorized officer this 30th day of July, 2004.

NORSTAN COMMUNICATIONS, INC.

By: 
Its: Senior VP / CFO

Schedule 4.06 Intellectual Property

		<u>Serial # / Grant #</u>
Patent	Internet Protocol Telephony System With Bubblet Manager	60/501,153
Trademark	NIPA	76/534,512
Trademark	NORA	76/534,510
Trademark	Norstan CDG	76/553,604
Trademark	CDG	76/553,603
Trademark	Convergence Development Group	76/553,602
Copyright	NIPA Framework	Txul-131-490

Domain / URL **Norstan.CDG.com**

(ii) **Refer to schedule 1.01(b). Each of the customers have been issued a non-exclusive and non-transferable license.**