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

1. Name of conveying party(ies):

ALLTEL Communications, Inc.
One Allied Drive, P.O. Box 2177
Little Rock, Arkansas 72203

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State
- Other _____

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

3. Nature of conveyance:

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

Execution Date: 12/12/2003

2. Name and address of receiving party(ies)

Name: Convergys Information Management

Internal Address: Group Inc.

Street Address: 201 East Fourth Street

City: Cincinnati State: OH Zip: 45202

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1769111

Additional number(s) attached Yes No

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

Name: Michael K. Bydalek, Esq.

Internal Address: Kutak Rock LLP

Street Address: 1650 Farnam Street

City: Omaha State: NE Zip: 68102

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ N/A pd on line

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Pamela S. Flint, Paralegal

Name of Person Signing

Pamela S. Flint

Signature

2/26/04

Date

12

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

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

TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

THIS TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT (the "Agreement") is made as of February 10, 2004 (the "Effective Date") by and between Convergys Information Management Group Inc., an Ohio corporation (the "Convergys"), and ALLTEL Communications, Inc., a Delaware corporation (the "ALLTEL") (collectively the "Parties" or individually the "Party"). Capitalized terms not defined herein shall have the meanings as set forth in the Purchase Agreement (as defined below).

WHEREAS, Convergys and ALLTEL have entered into that certain Purchase Agreement executed between the Parties as of December 12, 2003 ("Purchase Agreement") pursuant to which ALLTEL transferred, conveyed and assigned ownership of certain assets, including trademarks, relating to ALLTEL's Telecommunications Information Services Division; and

WHEREAS, ALLTEL desires to assign to Convergys all rights to a certain trademark, including any registrations thereof and the goodwill associated therewith, subject to Convergys granting to ALLTEL a limited license to use the same, all as set out and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and subject to the terms and conditions set forth in this Agreement, the Parties agree as follows:

Section 1. *Assignment.* ALLTEL hereby assigns, transfers and conveys to Convergys all rights, title and interest in and to the trademark and registrations thereof, together with the goodwill associated therewith, and any rights to recover for damages and profits and all other remedies for past infringements thereof (the "Trademark"). The Trademark shall mean the word mark **VIRTUOSO**, as registered with and by the United States Patent and Trademark Office, Registration Number 1769111, with a Registration Date of May 4, 1993 and renewed on May 4, 2003. ALLTEL hereby agrees to give, execute and/or deliver any document, notice, agreement or other evidence of assignment as may be reasonably necessary to evidence or effectuate the foregoing.

Section 2. *License Grant.* Convergys hereby grants to ALLTEL a limited, non-exclusive, perpetual, royalty-free license to use the Trademark internally and for the purpose of providing services to ALLTEL's existing customers as of December 31, 2003 (the "Restrictive Use"), as contemplated by that certain Software License Agreement, dated as of December 31, 2003, by and between ALLTEL and Convergys (the "Software License Agreement"). ALLTEL acknowledges and agrees that, upon the Effective Date, the Trademark is the property of Convergys and that this Agreement grants ALLTEL no title or right of ownership in the Trademark.

Section 3. *Restrictions.* ALLTEL, including any of its Affiliate, shall not transfer or sell its license right to the Trademark to any non-Affiliate.

Section 4. Term And Termination.

(a) **Term.** The license granted under this Agreement shall commence upon the Effective Date and shall continue perpetually until terminated.

(b) **Termination by Either Party.**

(i) **ALLTEL's Termination Right.** ALLTEL may terminate the license granted under this Agreement at any time by discontinuing the use of the Trademark in any form.

(ii) **Convergys' Termination Right.** Convergys may terminate the license granted under this Agreement upon sixty (60) days' written notice in the event ALLTEL fails to perform its obligations pursuant to this Agreement or the Software License Agreement unless ALLTEL has cured the alleged violation within such sixty (60) day period. Within fifteen (15) Business Days of any termination of this Agreement, ALLTEL shall cease using the Trademark in connection with the allowable Restrictive Use.

(c) **Effect of Termination.** In the event this Agreement is terminated for any reason, the license granted to ALLTEL herein shall terminate and be of no further force or effect.

Section 5. Disputes, Claims and Limitations. Any controversy, claim or dispute between the Parties arising out of or relating to this Agreement or any breach hereof, including any limitations of liability, shall be governed by the terms and conditions set forth in the Software License Agreement.

Section 6. Miscellaneous.

(a) **Entire Agreement.** This Agreement (including the Purchase Agreement and all documents executed in connection therewith) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements or representations by or between the Parties, written or oral, to the extent they related in any way to the subject matter hereof. Terms and conditions of the Purchase Agreement shall apply to this Agreement except to the extent such terms and conditions are contrary to those contained herein.

(b) **Succession and Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. Except as provided for specifically in this Agreement, ALLTEL may not assign this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of Convergys; *provided, however*, ALLTEL shall be permitted to assign this Agreement and any of its rights, interests or obligations hereunder to an Affiliate of ALLTEL without the prior written approval of Convergys.

(c) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(d) **Headings.** The headings and numbering of sections and paragraphs in this Agreement are for convenience only and shall not be construed to define or limit any of the terms or affect the scope, meaning, or interpretation of this Agreement or the particular section or paragraph to which they relate.

(e) **Notices.** All notices, demands or requests which may be given by any Party to the other Party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via telefax, or on the next Business Day if sent by overnight courier, or on the date of the third Business Day after deposit, postage prepaid, in the United States Mail via Certified Mail return receipt requested, and addressed as set forth below:

If to the Convergys: Convergys Information Management Group Inc.
201 East Fourth Street
Cincinnati, Ohio 45202
Facsimile: 513-723-7734
Attention: Thomas F. Eberle, Senior Attorney

If to the ALLTEL: ALLTEL Communications, Inc.
One Allied Drive
P.O. Box 2177
Little Rock, Arkansas 72203
Telecopy: (501) 905-0962
Attention: Treasurer

The address to which such notices, demands, requests, elections or other communications are to be given by either Party may be changed by written notice given by such Party to the other Party pursuant to this Section.

(f) ***Governing Law; Consent to Jurisdiction.***

(i) This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Arkansas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(ii) Each of the Parties hereby (A) irrevocably submits itself to the personal jurisdiction of the federal courts located in Delaware and, if such courts do not have jurisdiction, the courts of the State of Delaware, for the purposes of any dispute that arises out of this Agreement or any of the transactions contemplated by this Agreement, (B) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court (including, without limitation, based on any claim that the Party is not subject to the jurisdiction of the above-named courts or that the action is brought in an inconvenient or improper forum) and (C) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the above referenced courts referenced.

(g) **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

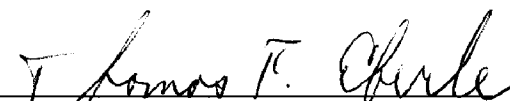
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Convergys Information Management Group Inc.

By: 
Name: Claudia L. Cline
Title: Secretary

STATE OF OHIO)
)
COUNTY OF HAMILTON)

Before me, a Notary Public within and for said County and State, personally appeared the above named Convergys Information Management Group Inc., by Claudia L. Cline, its Secretary, who acknowledges that she did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of such officer.


Notary Public

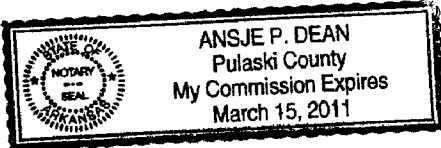
Signed sealed and delivered before me
this 16th day of February, 2004:

THOMAS F. EBERLE, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03

By Jeffrey H. Fox
Name: Jeffrey H. Fox
Title: Group President - Communications

STATE OF ARKANSAS)
)
COUNTY OF PULASKI)

Before me, a Notary Public within and for said County and State, personally appeared the above named ALLTEL Communications, Inc., by Jeffrey H. Fox, Group President-Communications, who acknowledges that he or she did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of such officer.



Ansjie P. Dean
Notary Public

Signed sealed and delivered before me
this 12th day of February, 2004:

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

02/18/2004
 900005402

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alltel Communications, Inc.		02/16/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Convergys Information Management Group, Inc.
Street Address:	201 East Fourth Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1769111	VIRTUOSO

CORRESPONDENCE DATA

Fax Number: (402)346-1148
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 402-346-6000
 Email: pamela.flint@kutakrock.com
 Correspondent Name: Michael K. Bydalek
 Address Line 1: 1650 Farnam Street
 Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Pamela S. Flint, Paralegal
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Total Attachments: 1
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OP \$40.00 1769111

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