

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
West Direct, Inc.		09/28/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	West Corporation
Street Address:	11808 Miracle Hills Drive
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68154
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78151202	SMART SELL
Serial Number:	78155518	TELECONFERENCE USA
Serial Number:	76127525	INTELLISELL
Serial Number:	78156521	AS SEEN ON TV

CORRESPONDENCE DATA

Fax Number: (314)345-6060

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

Phone: (314) 345-6271

Email: wboldtcohen@blackwellsanders.com

Correspondent Name: Wendy Boldt Cohen

Address Line 1: Blackwell Sanders Peper Martin LLP

Address Line 2: 720 Olive Street-24th Floor

Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:

15116.1

NAME OF SUBMITTER:

Duffy Walters

CH \$115.00 78151202

Total Attachments: 3
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ASSIGNMENT OF TRADEMARKS

This Assignment is entered into 9-28, 2004 ("Effective Date") by and between West Direct, Inc., a Delaware Corporation located at 11808 Miracle Hills Dr., Omaha, NE 68154 ("Assignor"), and West Corporation, a Delaware Corporation located at 11808 Miracle Hills Dr., Omaha, NE 68154 ("Assignee"), do hereby agree as follows:

1. The Assignor has adopted and is owner of certain marks and applications therefore as listed in Exhibit A attached hereto and incorporated herein by reference (the "Marks").

2. Assignee is desirous of acquiring all right, title and interest in and to the Marks, together with the goodwill of the business associated therewith.

3. For \$1.00 and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignor assigns to Assignee its entire worldwide right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, including all registrations and applications therefor, as well as all renewals and extensions of registrations that are or may be secured by Assignee, its successors, assigns or other legal representatives, 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 the Assignor if this Assignment had not been made, including, without limitation, all claims for damages by reason of past, present and future infringement or other unauthorized use of the Marks, with the right to sue for damages, 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 authorizes and requests the Commissioner of Patents and Trademarks of the United States or any official of any country or countries foreign to the United States whose duty it is to register trademarks to record Assignee as the assignee and owner of the Marks. Assignor hereby covenants and agrees that it will execute any and all instruments and documents reasonably necessary to aid the Assignee, its successors, legal representatives, and assigns, in the implementation and perfection of this Assignment.

4. If any provision of this Agreement is, becomes or is deemed invalid or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to applicable law so as to be valid, legal and enforceable in such jurisdiction so deeming. If such provision cannot be amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Agreement shall continue in full force and effect.

5. This Agreement contains the entire agreement and understanding between the parties and supersedes any previous agreement and understanding, written or oral, relating to the subject matter of this Agreement.

6. This Assignment shall inure to the benefit of, and be binding upon the parties, their successors and assigns. Assignor agrees to execute any other documents necessary to confirm the assignment set forth herein.

7. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated above.

Assignor

Signature: Paul M. Mendlik
Name: Paul M. Mendlik
Title: Chief Financial Officer
Date: 9.28.04

Assignee

Signature: Paul M. Mendlik
Name: Paul M. Mendlik
Title: Chief Financial Officer
Date: 9.28.04

Exhibit A

SMART SELL and US Application No. 78/151,202

TELECONFERENCE USA and design and US Application No. 78/155518

INTELLISELL and US Application No. 76/127525 and Canadian Reg. No. 1093277

AS SEEN ON TV and Design and US Application No. 78/156521