

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
Verso Technologies, Inc.		01/21/2005	CORPORATION: MINNESOTA
MCK Communications, Inc.		01/21/2005	CORPORATION: NEVADA
MCK Communications, Inc.		01/21/2005	CORPORATION: DELAWARE
MCK Telecommunications Inc.		01/21/2005	CORPORATION: YUKON TERRITORY
Digital Techniques, Inc.		01/21/2005	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Citel Technologies Limited
Street Address:	Wheatcroft Business Park
Internal Address:	Landmere Lane
City:	Edwalton, Nottingham
State/Country:	UNITED KINGDOM
Postal Code:	NG12 4DG
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2713809	MCK
Serial Number:	76498497	CAMPUSCONNEX
Serial Number:	76325016	SETCONNEX
Registration Number:	2704962	MCK EXTENDER
Registration Number:	2497294	PBXGATEWAY
Registration Number:	2667646	KNOWLEDGE CENTER
Registration Number:	2738556	REMOTECONNEX PBXGATEWAY

CORRESPONDENCE DATA

OP \$190.00 2713809

Fax Number: (503)220-2480
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 5032949584
Email: tm-pdx@stoel.com
Correspondent Name: John Motley c/o STOEL RIVES LLP
Address Line 1: 900 SW Fifth Ave., Ste. 2600
Address Line 4: Portland, OREGON 97204

DOMESTIC REPRESENTATIVE

Name: John Motley c/o STOEL RIVES LLP
Address Line 1: 900 SW Fifth Ave., Ste. 2600
Address Line 4: Portland, OREGON 97204

NAME OF SUBMITTER:	John Motley
Signature:	/John Motley/
Date:	01/27/2005

Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made the 21st day of January, 2005, and is entered into by and between Citel Technologies Limited, company number 02459517, a corporation organized under the laws of England and Wales ("Purchaser"), and Verso Technologies, Inc., a Minnesota corporation, MCK Communications, Inc., a Nevada corporation, MCK Communications, Inc., a Delaware corporation, MCK Telecommunications Inc., a Yukon Territory corporation, and Digital Techniques, Inc., a Texas corporation (collectively, "Sellers"). Each of the foregoing parties is referred to herein individually as a "Party" and together as the "Parties."

RECITALS:

WHEREAS, each Seller is the sole and exclusive owner of all rights in and to the U.S., Canadian, and foreign registered and unregistered trade marks, trade dress, service marks, logos, trade names, corporate names and all applications to register the same as listed in Annex A hereto (the "Assigned Trademarks"), and Sellers and Purchaser have agreed that the Purchaser is to acquire all of Sellers' right, title and interest in and to the Assigned Trademarks,

NOW, THEREFORE, each Seller has entered into this Assignment to acknowledge and confirm that the ownership of the Assigned Trademarks is vested in such Seller and to assign all interest in the same to the Purchaser.

IT IS HEREBY AGREED as follows:

1. Assignment.

1.1 Each Seller as the sole and exclusive owner of the applicable Assigned Trademarks hereby irrevocably sells, assigns, transfers, conveys and delivers to Purchaser and its successors and assigns, and Purchaser hereby purchases and accepts from Seller, all of Sellers' right, title and interest in and to the Assigned Trademarks, and all goodwill associated with the Assigned Trademarks and symbolized thereby including all renewals, extensions and reversions of the Assigned Trademarks and the right to sue and recover damages and other remedies for past infringements of the same and all right title and interest in any physical embodiment of the Assigned Trademarks.

1.2 To the extent that any rights to be assigned under Clause 1.1 above are not wholly and/or validly assigned to the Purchaser, the Sellers shall hold them upon trust for the full and exclusive benefit of the Purchaser.

2. Cooperation and Recordation. Each Seller hereby agrees to cooperate with Purchaser as reasonably necessary and to execute any further documents and/or deeds and/or do any such things as the Purchaser may require to give full effect to and perfect the rights of Purchaser in the Assigned Trademarks and/or the benefit of this Assignment. The Parties agree

that Purchaser may record this Assignment in the United States Patent and Trademark Office, Canadian Intellectual Property Office, and the equivalent governmental authority in any jurisdiction applicable to the Assigned Trademarks, and take any other necessary action, to effect the transfer of rights contemplated herein. Purchaser shall be responsible for all reasonable expenses and costs associated therewith. Seller hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States, and the equivalent governmental authority in any jurisdiction applicable to the Assigned Trademarks, issue to, and record in the name of, Purchaser all right, title, and interest in and to the Assigned Trademarks. Sellers will deliver up to Purchaser all documents, material and/or other media which may be in the Sellers' possession power or control which comprises or contains any part of or information in relation to the Assigned Trademarks (including all trademark attorneys' files and papers) with thirty (30) business days after execution of this Agreement, and each Seller undertakes to take such action as the Purchaser may reasonably require to assist the Purchaser in bringing or defending any proceedings relating to the Assigned Trademarks.

3. Moral Rights. Each Seller irrevocably and unconditionally waives and has procured or shall procure from all employees and third parties who have created works for or on behalf of such Seller in relation to the MCK business the irrevocable and unconditional waiver of all their moral rights in such works.

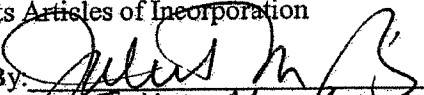
4. Miscellaneous. This Assignment shall be governed by, and interpreted in accordance with, the laws of England and Wales without reference to its conflict of laws rules. Any provision of this Assignment may only be amended, modified, waived or supplemented in whole or in part at any time by an agreement in writing among the Parties executed in the same manner as this Assignment. No failure on the part of any Party to exercise, and no delay in exercising, any right shall operate as waiver thereof, nor shall any single or partial exercise by either Party of any right preclude any other or future exercise thereof or the exercise of any other right. This Assignment shall bind and inure to the benefit of the respective Parties and their assigns, transferees and successors. It is intended by the Parties that this Assignment shall be effected as a deed and may be executed in two or more counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same document.

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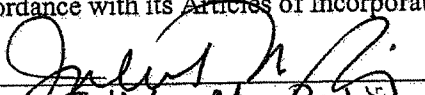
IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be executed and delivered as a deed on the date first written above by their respective officers thereunto duly authorized.

SELLERS:

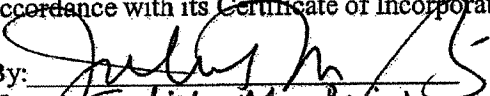
Executed as a deed by
Verso Technologies, Inc. in accordance with
its Articles of Incorporation

By: 
Name: Juliet M. Reising
Title: EVP + CFO

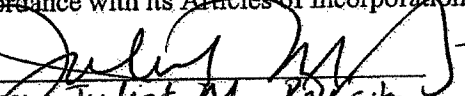
Executed as a deed by
MCK Communications, Inc. (NV) in
accordance with its Articles of Incorporation

By: 
Name: Juliet M. Reising
Title: VP

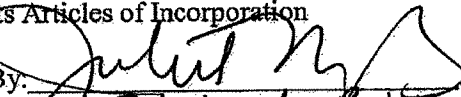
Executed as a deed by
MCK Communications, Inc. (DE) in
accordance with its Certificate of Incorporation

By: 
Name: Juliet M. Reising
Title: VP

Executed as a deed by
MCK Telecommunications Inc. in
accordance with its Articles of Incorporation

By: 
Name: Juliet M. Reising
Title: President

Executed as a deed by
Digital Techniques, Inc. in accordance with
its Articles of Incorporation

By: 
Name: Juliet M. Reising
Title: VP

PURCHASER:

Executed as a deed by
Citel Technologies Limited in accordance
with its constitution

Acting by:

Director

Director / Secretary

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be executed and delivered as a deed on the date first written above by their respective officers thereunto duly authorized.

SELLERS:

Executed as a deed by
Verso Technologies, Inc. in accordance with
its Articles of Incorporation

By: _____
Name: _____
Title: _____

Executed as a deed by
MCK Communications, Inc. (DE) in
accordance with its Certificate of Incorporation

By: _____
Name: _____
Title: _____

Executed as a deed by
Digital Techniques, Inc. in accordance with
its Articles of Incorporation

By: _____
Name: _____
Title: _____

Executed as a deed by
MCK Communications, Inc. (NV) in
accordance with its Articles of Incorporation

By: _____
Name: _____
Title: _____

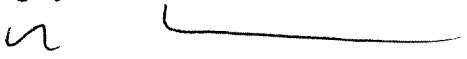
Executed as a deed by
MCK Telecommunications Inc. in
accordance with its Articles of Incorporation

By: _____
Name: _____
Title: _____


PURCHASER:

Executed as a deed by
Citel Technologies Limited in accordance
with its constitution

Acting by:



Director



Director / Secretary

Annex A

Assigned Trademarks

MARK	NUMBER	DATE REGISTERED	APPLICANT/REGISTRANT
MCK plus symbol	Reg. No.: 2,713,809	05/06/2003	MCK Communications, Inc. a Nevada corporation
CAMPUSCONNEX	Serial No. 76/498,497	Abandoned for failure to file statement of use	MCK Communications, Inc. a Nevada corporation
SETCONNEX	Serial No. 76/325,016	Abandon in due course: no record of a third extension having been filed by the 05/05/2004 deadline	MCK Communications, Inc. a Nevada corporation
MCK EXTENDER	Reg. No.: 2,704,962	04/08/2003	MCK Communications, Inc., a Nevada corporation
PBXGATEWAY	Reg. No.: 2,497,294 Supplemental	10/09/2001	MCK Communications, Inc. a Nevada corporation
KNOWLEDGE CENTER	Reg. No.: 2,667,646	12/31/2002	Digital Techniques, Inc., a Texas corporation
REMOTECONNEX PBXGATEWAY	Reg. No.: 2,738,556	07/15/2003	MCK Communications, Inc., a Nevada corporation
TELEBRIDGE	Reg. No.: TMA447154	09/01/1995	MCK Telecommunications Inc.

Unregistered Trademark: MobileConnex