

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

NACT TELECOMMUNICATIONS, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation (Delaware)
 Other

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

2. Name and Address of receiving party(ies)

Name: NACT ACQUISITION, INC.
Address: 191 WEST 5200 NORTH PROVO, UTAH 84604

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation (Dclaware)
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: January 21, 2005

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

A. Trademark Application No.(s) see attached

Additional numbers attached? Yes No

B. Trademark Registration No.(s) see attached

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

Hayley M. Smith, Senior Legal Assistant
Kirkland & Ellis LLP
153 East 53rd Street
New York, NY 10022-4675
(212) 446-4800 (Phone)
(212) 446-4900 (Facsimile)

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41)..... \$ 115
 Enclosed
 Authorized to be charged to Deposit Account

8. Charge to Deposit Account No. 111098
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Hayley M. Smith Hayley M. Smith 2/5/05
Name of Person Signing Signature Date

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

CH \$115.00 111098 76266396

SCHEDULE TO RECORDATION COVER SHEET

U.S. Trademark Reg. No. 2,051,537 for STX

U.S. Trademark Reg. No. 2,171,599 for NTS 2000

U.S. Trademark Reg. No. 2,797,908 for WEBCONNECT:CONSUMER

U.S. Trademark Serial Number 76/255,395 for IPAX

EXECUTION COPY**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of January 21, 2005 ("Effective Date") by and between NACT Telecommunications, Inc., a Delaware corporation ("Assignor"), and NACT Acquisition, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated January 21, 2005 (the "Agreement") pursuant to which Assignee agreed to purchase from Assignor and Assignor agreed to sell certain of the assets, properties, rights and businesses of Assignor, subject to the terms and conditions of the Agreement;

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademark registrations and applications for trademark registration set forth on Schedule A, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to Assignor's business, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any translations, adaptations, derivations and combinations thereof and renewals in connection therewith, 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 Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement, dilution or other unauthorized use of the Marks, with the right to sue for, 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 hereby requests the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

NACT TELECOMMUNICATIONS, INC.

NACT ACQUISITION, INC.

By: *Juliet M. Reising*

By: _____

Name: Juliet M. Reising

Name: _____

Title: VP

Title: _____

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

NACT TELECOMMUNICATIONS, INC.

NACT ACQUISITION, INC.

By: _____

By: [Signature]

Name: _____

Name: Christian P. Michalik

Title: _____

Title: Vice President

SCHEDULE A

U.S. Trademark Reg. No. 2,051,537 for STX

U.S. Trademark Reg. No. 2,171,599 for NTS 2000

U.S. Trademark Reg. No. 2,797,908 WEBCONNECT:CONSUMER

Application for IPAX; U.S. Trademark Serial Number 76/255,395