

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
Lucent Technologies, Inc.		11/30/2001	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NMS Communications Corporation		
Street Address:	100 Crossing Boulevard		
City:	Framingham		
State/Country:	MASSACHUSETTS		
Postal Code:	01702		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2241029	STUDIO SOUND	
CORRESPONDENCE DATA			
Fax Number:	(508)271-1374		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	508-271-1032		
Email:	jennifer_lombardi@nmss.com		
Correspondent Name:	David Abramowitz		
Address Line 1:	100 Crossing Boulevard		
Address Line 4:	Framingham, MASSACHUSETTS 01702		
NAME OF SUBMITTER:	David Abramowitz		
Signature:	/David Abramowitz/		
Date:	04/11/2005		

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Total Attachments: 6
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TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is made as of the 30th day of November, 2001 by **LUCENT TECHNOLOGIES INC.**, a corporation organized and existing under the laws of the State of Delaware and having an office at 600 Mountain Avenue, Murray Hill, New Jersey 07974-0636 (hereinafter referred to as "Assignor") and **NMS Communications Corporation**, a Delaware corporation having an office at 100 Crossing Boulevard, Framingham, MA 01702-5406 (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the sole owner of the entire worldwide right, title and interest in and to the Assigned Marks.

WHEREAS, Assignor is desirous of transferring and assigning to Assignee, and Assignee is desirous of acquiring from Assignor, all right, title and interest in and to the Assigned Marks and related applications and registrations as are specified in Schedule A attached hereto, and all of the goodwill associated therewith and other rights Assignor may have with respect to such Assigned Marks, applications and registrations in connection with the sales of ongoing and existing business appertaining thereto.

WHEREAS, Assignor is desirous of transferring to Assignee, and Assignee is desirous of acquiring from Assignor, certain common law marks as are specified in Schedule B attached hereto, and all of the goodwill associated therewith and other rights Assignor may have with respect to such common law marks in connection with the sales of ongoing and existing business appertaining thereto.

WHEREAS, the marks, applications, registrations and common law marks set forth on Schedules A and B, along with the goodwill of the business appertaining thereto and which is symbolized by the Assigned Marks, the full benefit of such priorities with respect thereto as may now or hereafter be granted by law, convention or treaty and the worldwide right to sue for past, present and future infringements thereof, are collectively referred to as the "Assigned Marks".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby transfer, convey and assign unto Assignee all rights, title and interest in and to the Assigned Marks, including but not limited to the right to recover damages and pursue equitable relief and undertake all proceedings therefor as may be necessary in respect of past, present and future infringement related to the Assigned Marks.

ALL OF THE FOREGOING to be held and enjoyed by Assignee for its own use and for the use of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment to Assignee had not been made. Assignor agrees to provide testimony, at Assignee's expense, in connection with any proceedings affecting the right, title, interest or benefit of Assignee in, to or under the Assigned Marks and to execute and deliver any and all documents reasonably requested by Assignee to

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give full effect to and perfect the rights of Assignee under this Trademark Assignment Agreement including, but not limited to, Assignments, Transfers and related Powers of Attorney.

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IN WITNESS WHEREOF, Assignor has hereunto executed this instrument this 30th day of November, 2001.

LUCENT TECHNOLOGIES INC.

By: *D L Padilla*
Name: D.L. Padilla
Title: President - Intellectual Property Business

STATE OF NEW JERSEY)
)
COUNTY OF SOMERSET)

On this 30th day of November, 2001 before me personally appeared D.L. Padilla, who duly acknowledged the signing of the foregoing instrument to be a voluntary act and deed, and who executed the same, with full power and authority to do so on behalf of and with the authorization of the above-named entity, and for the purpose therein specified.

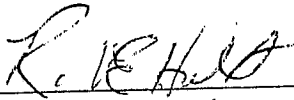
WITNESS my hand and official seal

Janice Mitchell
Notary Public [SEAL]

JANICE MITCHELL
Notary Public of New Jersey, USA
Registered in Middlesex County
My Commission Expires April 2 2002

IN WITNESS WHEREOF, Assignee has hereunto executed this instrument this 30th day of November, 2001.

NMS COMMUNICATIONS CORPORATION

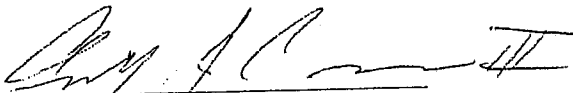
By: 
Name: Robert E. Hult
Title: CFO

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF MIDDLESEX)

On this 30th day of November, 2001 before me personally appeared Robert E. Hult, who duly acknowledged the signing of the foregoing instrument to be a voluntary act and deed, and who executed the same, with full power and authority to do so on behalf of and with the authorization of the above-named entity, and for the purpose therein specified.

WITNESS my hand and official seal


Notary Public [SEAL]
Comm Exp 5/19/2006

SCHEDULE A

REGISTERED AND APPLIED FOR MARKS

<u>MARK</u>	<u>COUNTRY</u>	<u>APPLN. NO.</u>	<u>REG. NO.</u>
STUDIO SOUND	U.S.		2,241,029
CONCERTO	Japan	9142901	

SCHEDULE B

COMMON LAW MARKS

CADENZA II
MERCURY I
MERCURY II
NEPTUNE I
NEPTUNE II
NEPTUNE III
SONATA I
SONATA II
SONATA III
SYMPHONY
360J/372C
USEC/ASSET

3842180

TRADEMARK

RECORDED: 04/11/2005

REEL: 003063 FRAME: 0483