

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
Vertical Networks Incorporated		08/23/2004	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Artisoft, Inc.		
Street Address:	5 Cambridge Center		
City:	Cambridge		
State/Country:	MASSACHUSETTS		
Postal Code:	02142		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2269940	VERTICAL NETWORKS	
Registration Number:	2333672		
Registration Number:	2269492	INSTANTOFFICE	
CORRESPONDENCE DATA			
Fax Number:	(415)442-1001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-442-1326		
Email:	ralpert@morganlewis.com		
Correspondent Name:	Rochelle D. Alpert		
Address Line 1:	One Market, Spear Street Tower		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Rochelle D. Alpert		
Signature:	/rda/		
Date:	04/26/2005		

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Total Attachments: 5

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ASSET PURCHASE AGREEMENT

dated as of September 23, 2004

between

Artisoft, Inc.

and

Vertical Networks Incorporated

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is entered into as of September 23, 2004 by and between Artisoft, Inc., a Delaware corporation (the "Buyer"), and Vertical Networks Incorporated, a California corporation (the "Seller").

This Agreement contemplates a transaction in which the Buyer will purchase substantially all of the assets of the Seller, other than patents and specified assets (if any) that are not used or useful in connection with or related to the Seller's business, and assume certain of the liabilities of the Seller.

Capitalized terms used in this Agreement shall have the meanings ascribed to them in Article IX.

In consideration of the representations, warranties and covenants herein contained, the Parties agree as follows.

ARTICLE I


THE ASSET PURCHASE

1.1 Purchase and Sale of Assets.

(a) Upon and subject to the terms and conditions of this Agreement, the Buyer shall purchase from the Seller, and the Seller shall sell, transfer, convey, assign and deliver to the Buyer, at the Closing, for the consideration specified below in this Article I, all right, title and interest in, to and under the Acquired Assets.

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

Artisoft, Inc.

By: 
Title: CEO

Vertical Networks Incorporated

By: _____
Title: _____

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

Artisoft, Inc.

By: _____
Title: _____

Vertical Networks Incorporated

By:  _____
Title: CFO

Section 2.13

Intellectual Property

2.13(a)(i)

Trademarks:

- Vertical Networks (Registration no: 2269940)
- InstantOffice (Registration no: 2269492)
- Miscellaneous Design (Registration no: 2333672)