

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release of Security Interest
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Intel Corporation		04/25/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Envox Group AB
Street Address:	c/o Envox (US) Ltd.
Internal Address:	2000 West Park Drive
City:	Westborough
State/Country:	MASSACHUSETTS
Postal Code:	01581
Entity Type:	COMPANY: SWEDEN

Name:	Envox (US) Ltd.
Street Address:	2000 West Park Drive
City:	Westborough
State/Country:	MASSACHUSETTS
Postal Code:	01581
Entity Type:	Limited: DELAWARE

Name:	Envox EMEA AB
Street Address:	c/o Envox (US) Ltd.
Internal Address:	2000 West Park Drive
City:	Westborough
State/Country:	MASSACHUSETTS
Postal Code:	01581
Entity Type:	COMPANY: SWEDEN

Name:	Envox Lab D.O.O.
Street Address:	c/o Envox (US) Ltd.
Internal Address:	2000 West Park Drive

CH \$90.00 2308386

City:	Westborough
State/Country:	MASSACHUSETTS
Postal Code:	01581
Entity Type:	COMPANY: CROATIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2308386	ENVOX
Registration Number:	2108811	SHOW N TEL
Registration Number:	2385943	ACTIVECALL

CORRESPONDENCE DATA

Fax Number: (650)802-3100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: joshua.andrews@weil.com
 Correspondent Name: Weil, Gotshal & Manges c/o Joshua Andrews
 Address Line 1: 201 Redwood Shores Parkway
 Address Line 4: Redwood Shores, CALIFORNIA 94065

NAME OF SUBMITTER:	Joshua Andrews
Signature:	/Joshua Andrews/
Date:	05/05/2005

Total Attachments: 4
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CONFIDENTIAL

PAYOFF AGREEMENT

This PAYOFF AGREEMENT (this "Agreement"), dated as of April 25, 2005, is by and among Envoy (US) Limited ("Borrower"), Intel Corporation ("Intel") and ETV Capital SA ("ETV").

This Agreement confirms that all indebtedness of Borrower to Intel under that certain Promissory Note, dated February 28, 2005 (the "Note"), made by Borrower in favor of Intel shall be satisfied in full by Intel's receipt of the Payoff Amount (as defined below) in immediately available funds on or before April 29, 2005. The "Payoff Amount" shall be Two Million Twenty Five Thousand Three Hundred Thirty Three and 34/100 Dollars (\$2,025,333.34) as of the date of this Agreement and shall increase at the rate of Four Hundred Forty Four and 45/100 Dollars (\$444.45) per day after the date hereof. Borrower, Intel and ETV each agrees that ETV may, at ETV's option, pay Intel the Payoff Amount on behalf of Borrower. If Intel does not receive the Payoff Amount from Borrower or ETV, as the case may be, by 10:00 a.m., California time, on April 29, 2005, this Agreement shall terminate and shall be of no further force or effect.

Borrower or ETV, as the case may be, shall pay the Payoff Amount by wire transfer of immediately available funds to the account set forth below:

Intel Corporation Account 38385954
Citibank New York
ABA 021000089 (Fed wire)
Citius33 (Swift)

Upon Intel's receipt of the Payoff Amount by wire transfer as set forth above on or before April 29, 2005, Intel releases (without recourse, representation, or warranty) all liens and security interests in respect of all assets of Borrower or otherwise created as security for the obligations of Borrower to Intel pursuant to the Note and Intel shall: (1) promptly file UCC Termination Statements to terminate all UCC Financing Statements in Intel's favor with respect to Borrower, including without limitation, UCC financing statement number 50639840 filed with the Delaware Secretary of State, and (2) promptly file with the US Patent and Trademark Office releases of security interests in Borrower's intellectual property in Intel's favor with respect to Borrower.

This Agreement shall be effective upon the execution and delivery of this Agreement by all of the parties hereto. This Agreement may be executed in any number of identical counterparts, including electronic or facsimile transmissions, any set of which signed by all of the parties hereto shall be deemed to constitute a complete, executed original for all purposes. This Agreement constitutes and contains the entire agreement of Borrower and Intel with respect to its subject matter, and supersedes any and all prior agreements, correspondence and communications. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflicts of law rules.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Borrower, ETV and Intel have caused this Agreement to be executed as of the day and year first above written.

INTEL CORPORATION,
a Delaware corporation

By: _____
Name: Noel Lazo
Title: Assistant Treasurer

LEGAL OK	
TLR	

ENVOX (US) LTD.,
a Delaware corporation

By: _____
Name: _____
Title: _____

ETV CAPITAL SA,
a corporation organized under the laws of
Luxembourg

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO ENVOX PAYOFF AGREEMENT]

IN WITNESS WHEREOF, Borrower, ETV and Intel have caused this Agreement to be executed as of the day and year first above written.

INTEL CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

ENVOX (US) LTD.,
a Delaware corporation

By: *Larry M. Lell*
Name: Larry M. Lell
Title: Sen VP - CFO

ETV CAPITAL SA,
a corporation organized under the laws of []

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO ENVOX PAYOFF AGREEMENT]

IN WITNESS WHEREOF, Borrower, ETV and Intel have caused this Agreement to be executed as of the day and year first above written.

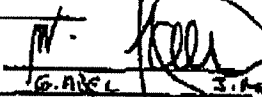
INTEL CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

ENVOX (US) LIMITED,
a Delaware corporation

By: _____
Name: _____
Title: _____

ETV CAPITAL SA,
a corporation organized under the laws of

By: 
Name: G. ABEL J. MEYER
Title: DIRECTOR