

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	04/04/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Octiv, Inc.		04/04/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Plantronics, Inc.
Street Address:	345 Encinal Street
Internal Address:	Legal Department
City:	Santa Cruz
State/Country:	CALIFORNIA
Postal Code:	95060
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	76603980	PERCY
Serial Number:	78146354	VOLUME TAMER
Serial Number:	78146349	VOLUME LOGIC
Serial Number:	76089682	OCTIVEX
Serial Number:	76089681	OCTIVU
Serial Number:	76089680	OCTIVU
Serial Number:	76089679	OCTIVEX
Serial Number:	76067078	OCTIMAX
Serial Number:	76067077	OCTIMAX
Serial Number:	75889366	OCTIV
Serial Number:	75889365	OCTIV
Serial Number:	75889368	OCTIVOX

CH \$340.00 76603980

Serial Number:

75889367

OCTIVOX

CORRESPONDENCE DATA

Fax Number: (831)426-2965

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 831-458-7346

Email: trademarks@plantronics.com

Correspondent Name: Trademark Administrator

Address Line 1: 345 Encinal Street

Address Line 2: Legal Department

Address Line 4: Santa Cruz, CALIFORNIA 95060

NAME OF SUBMITTER:

Peter Hsieh

Signature:

/peter hsieh/

Date:

06/20/2005

Total Attachments: 9

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CONFIDENTIAL
EXECUTION COPY

AGREEMENT AND PLAN OF MERGER

by and among

PLANTRONICS, INC.,
PASSIVE ACQUISITION CORPORATION,

and

OCTIV, INC.

March 28, 2005

TRADEMARK
REEL: 003107 FRAME: 0960

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3.13 Intellectual Property.

(a) Section 1.2(a) of the Company Disclosure Schedule contains a complete and accurate list (by name and version number) of all products, software or service offerings that have been sold, distributed, made commercially available or provided by or for the Company in the three (3) year period preceding the date hereof or that the Company currently intends to sell, distribute, make commercially available or provide in the next twelve months, including any products or service offerings currently under development (collectively, "Company Products").

(b) Section 1.2(b) of the Company Disclosure Schedule lists all Company Registered Intellectual Property Rights and lists any proceedings or actions pending before any court, tribunal (including the United States Patent and Trademark Office (the "PTO") or equivalent authority anywhere in the world) related to any of the Company Registered Intellectual Property Rights or Company Intellectual Property, and lists the current status of such proceedings or actions.

(c) Each item included within Company Registered Intellectual Property Rights is currently in compliance with all formal legal requirements (including payment of filing, examination and maintenance fees and proofs of use). To the Company's Knowledge, (i) each Patent included within the Company Registered Intellectual Property is valid and enforceable within the scope of such Patent, (ii) the registration for each trademark and copyright included within Company Registered Intellectual Property is valid and enforceable within the scope of its registration, and each trademark included within the Company Registered Intellectual Property is not subject to any prior rights of third parties in the trademark or any confusingly similar trademark. All necessary documents and certificates in connection with such Company Registered Intellectual Property Rights have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining such Company Registered Intellectual Property Rights. Section 1.2(c) of the Company Disclosure Schedule lists all actions to be taken by the Company by June 30, 2005, including the payment of any registration, maintenance or renewal fees or the filing of any responses to PTO office actions, documents, applications or certificates for the purposes of obtaining, maintaining, perfecting or preserving or renewing any Registered Intellectual Property Rights. The Company has not claimed any status in the application for or registration of any Registered Intellectual Property Rights, including "small business status," that would not be applicable to Surviving Corporation and Parent.

(d) In each case in which the Company has acquired or purported to acquire any Technology or Intellectual Property Right from any Person, the Company has obtained a valid and enforceable assignment sufficient to irrevocably transfer all of the transferor's rights in such Technology and the associated Intellectual Property Rights (including the right to seek past and future damages with respect thereto) to the Company. To the maximum extent provided for by, and in accordance with, applicable laws and regulations, the Company has recorded each such assignment of a Registered Intellectual Property Right assigned to the Company with the relevant Governmental Authority.

(e) The Company has no Knowledge of any facts or circumstances that would render any Company Intellectual Property Rights invalid or unenforceable.

(f) All Company Intellectual Property is fully transferable, alienable or licensable by Surviving Corporation and/or Parent without restriction and without payment of any kind to any third party.

(g) Each item of Company Intellectual Property is free and clear of any Liens except for non-exclusive licenses to use Software included in Company Products granted to end-user customers in the ordinary course of business and consistent with past practices. To the Company's Knowledge, the Company is the exclusive owner or exclusive licensee of all Company Intellectual Property. Without limiting the generality of the foregoing, to the Company's Knowledge (i) the Company is the exclusive owner of all trademarks and trade names used in connection with the operation or conduct of the business of the Company, including the sale, distribution or provision of any Company Products by the Company, (ii) the Company owns exclusively, and has good title to, all copyrighted works that are included or incorporated into or used to develop or provide Company Products or that the Company otherwise purports to own, and (iii) to the extent that any patents would be infringed by the operation or conduct of the business of the Company, including the development, sale, distribution or provision of any Company Products by the Company, the Company is the exclusive owner of such patents.

(h) The Company has not transferred ownership of, or granted any exclusive license to or exclusive right to use, sell or distribute, or authorized the retention of any exclusive rights to use or joint ownership of, any Technology or Intellectual Property Right that is or was Company Intellectual Property, to any other Person. The Company has not allowed the Company's rights in any Technology or Intellectual Property Right that is or was included or embodied in any Company Product, or any material Technology or Intellectual Property Rights otherwise used in the business of the Company as currently conducted or currently contemplated to be conducted, to lapse or enter the public domain.

(i) The Company Intellectual Property constitutes all Technology and Intellectual Property Rights used in the business of the Company as it currently is conducted or contemplated to be conducted, including the design, development, manufacture, use, import, branding, advertising, promotion, marketing, support, maintenance, repair, sale, distribution and provision of the Company Products. All Technology and Intellectual Property Rights used in the business by the Company as currently conducted or contemplated to be conducted was written, invented, developed and created solely by either (i) employees of the Company acting within the scope of their employment who have assigned all such Technology and Intellectual Property Rights to the Company pursuant to their Invention Assignment/Confidentiality Agreements or (ii) by third parties who have validly and irrevocably assigned all of their rights, including Intellectual Property Rights in any Technology, to the Company, and no third party owns or has any rights to any such Technology or Intellectual Property Rights.

(j) No Person who has licensed any Technology or Intellectual Property Rights to the Company has ownership rights or license rights to improvements or modifications made by the Company in or to such Technology or Intellectual Property Rights.

(k) The operation of the business of the Company as it is currently conducted or contemplated to be conducted, including but not limited to the design, development, use, import, branding, advertising, promotion, marketing, manufacture, support, maintenance,

repair, sale, distribution and provision of Company Products does not and will not when conducted by Parent and/or Surviving Corporation in the same manner following the Closing, infringe or misappropriate any Intellectual Property Right of any Person, violate any right of any Person (including any right to privacy or publicity), or constitute unfair competition or trade practices under the laws of any jurisdiction, and, except as set forth on Section 3.13(k) of the Company Disclosure Schedule, the Company has not received written notice from any Person claiming that such operation or any act, Company Product, technology or service (including products, technology or services currently under development) of the Company infringes or misappropriates any Intellectual Property Right of any Person, violates any right of any Person (including any right to privacy or publicity) or constitutes unfair competition or trade practices under the laws of any jurisdiction.

(l) No Company Intellectual Property or Company Product is subject to any proceeding or outstanding decree, order, judgment or settlement agreement or stipulation that restricts in any manner the use, transfer, provision, sale or licensing thereof by the Company or may affect the validity, use or enforceability of such Company Intellectual Property or Company Products.

(m) Section 1.2(m) of the Company Disclosure Schedule lists all contracts, licenses and agreements to which the Company is a party with respect to any Technology or Intellectual Property Rights, (including agreements to provide or receive services related to Software or other Technology), other than non-disclosure agreements and shrink-wrap or other similar unsigned Software licenses granted to the Company for generally commercially available Software that is not included in or distributed with any Company Product. The Company is not in breach of, nor has the Company failed to perform under, nor has Company received any written notice of breach, violation or default of, any of the foregoing contracts, licenses or agreements and, to the Company's Knowledge, no other party to any such contract, license or agreement is in breach thereof or has failed to perform thereunder. No event or condition has occurred that would constitute such a breach, violation or default with the lapse of time, giving of notice or both. To the Company's Knowledge, there are no such contracts, licenses or agreements under which there is any dispute regarding the scope of such agreement, or performance under such agreement, including with respect to any payments to be made or received by the Company thereunder. Further, all such contracts, licenses and agreements referenced in this paragraph will continue in force to the benefit of Parent after the Merger without the need for approval by any Person. The consummation of the transactions contemplated in this Agreement will neither violate nor result in the breach, modification, termination or suspension of (or give the other party thereto the right to cause any of the foregoing) any of the contracts, licenses and agreements referenced in this paragraph and, following the Closing Date, both the Parent and the Surviving Corporation will be permitted to exercise all of the Company's rights and receive all of the Company's benefits (including payments) under such contracts, licenses and agreements to the same extent the Company would have been able to had the transactions contemplated by this Agreement not occurred and without the payment of any additional amounts or consideration other than the ongoing fees, royalties or other payments that the Company would otherwise have been required to pay to had the transactions contemplated by this Agreement not occurred.

(n) Section 1.2(n) of the Company Disclosure Schedule lists all contracts, licenses and agreements between the Company and any other Person wherein or whereby the Company has agreed to, or assumed, any obligation or duty to warrant, indemnify, reimburse, hold harmless, guaranty or otherwise assume or incur any obligation or liability or provide a right

of rescission with respect to the infringement or misappropriation of any Intellectual Property Rights.

(o) To the Company's Knowledge, no Person is infringing or misappropriating any Company Intellectual Property Rights.

(p) The Company has taken all steps that are reasonably required to protect the confidential information and trade secrets of the Company and Company's rights therein and to protect the confidential information and trade secrets provided by any other Person to the Company. All employees of the Company have signed the Company's standard forms of Invention Assignment/Confidentiality Agreement, which are attached hereto as Section 1.2(p) of the Company Disclosure Schedule, pursuant to which all Technology and Intellectual Property Rights developed by such employees within the scope of their employment are assigned to Company.

(q) Neither this Agreement nor the transactions contemplated by this Agreement, including the assignment to Parent or Surviving Corporation, by operation of law or otherwise, of any contracts or agreements to which the Company is a party, will result in (i) either Parent's or the Surviving Corporation's granting to any third party any right to or with respect to any Technology or Intellectual Property Right owned by, or licensed to, either of them, (ii) either the Parent's or the Surviving Corporation's being bound by, or subject to, any non-compete or other restriction on the operation or scope of their respective businesses, or (iii) either the Parent's or the Surviving Corporation's being obligated to pay any royalties or other amounts to any third party in excess of those payable by Parent or the Company, respectively, prior to the Closing.

(r) (i) Section 1.2(r)(i) of the Company Disclosure Schedule lists all software or other material that is distributed as "free software", "open source software" or under a similar licensing or distribution model (including but not limited to the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL) the Sun Industry Standards License (SISL), the Apache License and any similar license) (collectively, "Open Source Materials") used by the Company in any way, and describes the manner in which such Open Source Materials were used (such description shall include, without limitation, whether (and, if so, how) the Open Source Materials were modified and/or distributed by the Company), and how, if at all, such use, modification or distribution relates to the Company Products).

(ii) The Company has not (a) incorporated Open Source Materials into, or combined Open Source Materials with, any Company Product or Company Intellectual Property or used Open Source Materials to develop or provide any Company Product or Company Intellectual Property; (b) distributed Open Source Materials in conjunction with or for use with any Company Product or Company Intellectual Property; or (c) used or licensed Open Source Materials that create, or purport to create, obligations for the Company with respect to any Software or Intellectual Property Rights other than those embodied in such Open Source Materials or grant, require Company to grant or purport to grant, to any third party, any rights or immunities under any Intellectual Property Rights not embodied in such Open Source Materials (including, but not limited to, using any Open Source Materials that require, as a condition of use, modification and/or distribution of such Open Source Materials that other Software incorporated into, derived from or distributed with such Open Source Materials, or any Software other than the Open Source Materials, be (x) disclosed or distributed in source code form, (y) be licensed for the

purpose of making derivative works, or (z) be redistributable at no charge or with any restriction on the consideration charged therefor).

(s) All Company Products sold, licensed, leased or delivered by the Company to customers and all services provided by or through the Company to customers on or prior to the Closing conform in all material respects to applicable contractual commitments, express and implied warranties, service level commitments, product specifications and product documentation and to any representations made to customers. The Company has no liability (and, to the Company's Knowledge, there is no legitimate basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand against the Company giving rise to any material liability relating to the foregoing contracts) for replacement, repair or redelivery thereof or other damages in connection therewith in excess of any reserves therefor reflected on the Financials. Copies of all current and prior standard agreements for the sale of Company Products, including any license or terms of use for Company Products offered through the Company's Internet website, are attached to Section 1.2(s) of the Company Disclosure Schedule.

(t) No (i) government funding; (ii) facilities of a university, college, other educational institution or research center; or (iii) funding from any Person (other than funds received in consideration for Company Capital Stock) was used in the development of the Company Technology and Company Intellectual Property Rights (or any Technology or Intellectual Property Rights purported to be owned by Company). No current or, to the Company's Knowledge, former employee, consultant or independent contractor of the Company, who was involved in, or who contributed to, the creation or development of any Company Technology or Company Intellectual Property Rights (or any Technology or Intellectual Property Rights purported to be owned by Company), has performed services for any government, university, college or other educational institution or research center during a period of time during which such employee, consultant or independent contractor was also performing services for the Company.

(u) Section 1.2(u) of the Company Disclosure Schedule sets forth all circumstances in which the Company has knowingly collected any personally identifiable information from third parties. The Company has complied with all applicable laws and its internal privacy policies relating to (i) the privacy of users of their products and services and all Internet websites owned, maintained or operated by the Company and (ii) the collection, storage, transfer, security and use of any personally identifiable information collected by the Company or by third parties having authorized access to the records of the Company. The execution, delivery and performance of this Agreement by the Company complies with all applicable laws relating to privacy and with the Company's privacy policies. Copies of all current and prior privacy policies of the Company, including the current and prior privacy policies included in the Company's Internet website, are attached to Section 1.2(u) of the Company Disclosure Schedule, including, for all prior privacy policies, the dates during which such privacy policies were used. Each such privacy policy and all materials distributed or marketed by the Company have at all times made all disclosures to users or customers required by applicable laws, and none of such disclosures made or contained in any such privacy policy or in any such materials have been inaccurate, misleading or deceptive or in violation of any applicable laws.

(v) Neither the Company nor any other Person acting on its behalf has disclosed, delivered or licensed to any Person, agreed to disclose, deliver or license to any Person, or permitted the disclosure or delivery to any escrow agent or other Person of, any Company

Source Code. No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time, or both) will, or would reasonably be expected to, result in the disclosure or delivery by the Company or any Person acting on their behalf to any Person of any Company Source Code. Section 1.2(v) of the Company Disclosure Schedule identifies each contract pursuant to which the Company has deposited, or is or may be required to deposit, with an escrow-holder or any other Person, any Company Source Code, and describes whether the execution of this Agreement or the consummation of the Merger or any of the other transactions contemplated by this Agreement, in and of itself, would reasonably be expected to result in the release from escrow of any Company Source Code. As used in this Section 1.2(v), "Company Source Code" means, collectively, any Software source code, any material portion or aspect of Software source code, or any material proprietary information or algorithm contained in or relating to any Software source code, owned by Company or embodied or incorporated in, or used to develop or provide, any Company Product.

(w) No Software included in any Company Product contains any bug, defect or error that materially and adversely affects the use, functionality or performance of such Software, to the Company's Knowledge, or any product or system specified, recommended or documented by the Company to be used in conjunction with such Software. The Company has provided to Parent a complete and accurate database of all known bugs, defects and errors in each version and component of each item of Software included in any Company Product.

(x) No Software that constitutes Company Intellectual Property included in any Company Product (and, to Company's Knowledge, no other Software included in any Company Product) contains any (i) time bombs, disabling features, drop dead devices, license-key mechanisms or other Software routines or hardware component designed to disable or prevent access to any Software or any computer system, network or other device, whether automatically with the passage of time, upon the occurrence or non-occurrence of any event, or otherwise; or (ii) viruses, Trojan horses, back door, worms or other Software routine or hardware component capable of performing any of the following functions: (A) disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorized access to, any Software or any computer system, network or other device; (B) damaging or destroying any Software, data or file without the user's consent, or (C) otherwise performing any other harmful or unauthorized actions.

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IN WITNESS WHEREOF, Parent, Merger Sub and the Company have caused this Agreement to be signed, all as of the date first written above.

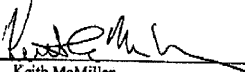
PLANTRONICS, INC.

By: _____
Name: Ken Kannappan
Title: President and Chief Executive Officer

PASSIVE ACQUISITION CORPORATION

By: _____
Name: Ken Kannappan
Title: President

OCTIV, INC.

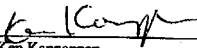
By: 
Name: Keith McMillen
Title: President and Chief Executive Officer

SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER

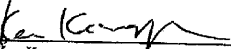
**TRADEMARK
REEL: 003107 FRAME: 0967**

IN WITNESS WHEREOF, Parent, Merger Sub and the Company have caused this Agreement to be signed, all as of the date first written above.

PLANTRONICS, INC.

By: 
Name: Ken Kannappan
Title: President and Chief Executive Officer

PASSIVE ACQUISITION CORPORATION

By: 
Name: Ken Kannappan
Title: President

OCTIV, INC.

By: _____
Name: Keith McMillen
Title: President and Chief Executive Officer

SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER

RECORDED: 06/20/2005

TRADEMARK
REEL: 003107 FRAME: 0968