

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 |
|----------------------------------|----------|----------------|----------------------------|
| Intelligent Meetings Corporation | | 06/01/2005 | CORPORATION: MASSACHUSETTS |

RECEIVING PARTY DATA

| | |
|-------------------|--|
| Name: | American Teleconferencing Services, Ltd. |
| Street Address: | 3399 Peachtree Road NE |
| Internal Address: | Suite 700 |
| City: | Atlanta |
| State/Country: | GEORGIA |
| Postal Code: | 30326 |
| Entity Type: | CORPORATION: MISSOURI |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------|
| Registration Number: | 2751735 | AUTOMATIC MEETINGS |
| Registration Number: | 2898109 | CHOICECODE |
| Registration Number: | 2753732 | INMEETINGS |
| Registration Number: | 2836491 | |
| Registration Number: | 2728632 | Q INTELLIGENT MEETINGS |
| Registration Number: | 2450928 | INTELLIGENT MEETINGS |

CORRESPONDENCE DATA

Fax Number: (502)581-1087
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 502-589-5400
 Email: cstewart@fbtlaw.com
 Correspondent Name: Cynthia L. Stewart
 Address Line 1: 400 West Market Street

CH \$165.00 2751735

Address Line 2: 32nd Floor
Address Line 4: Louisville, KENTUCKY 40202-3363

| | |
|--------------------|----------------------|
| NAME OF SUBMITTER: | Cynthia L. Stewart |
| Signature: | /Cynthia L. Stewart/ |
| Date: | 07/12/2005 |

Total Attachments: 4
source=PDF_File#page1.tif
source=PDF_File#page2.tif
source=PDF_File#page3.tif
source=PDF_File#page4.tif

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is entered into as of June 1, 2005, between **Intelligent Meetings Corporation**, a Massachusetts corporation, with a business address at 800 Falmouth Road, Suite 204B, Mashpee, Massachusetts 02649 ("Assignor") and **American Teleconferencing Services, Ltd.**, a Missouri corporation, with a business address of 3399 Peachtree Road NE, Suite 700, Atlanta, Georgia 30326 ("Assignee").

WHEREAS, Assignor represents that it is the sole and exclusive owner of the entire right, title and interest in and to the United States trademarks and foreign trademarks identified in Schedule A and Schedule B respectively (hereinafter collectively "the Trademarks") and of the entire right, title and interest in, to and under the registrations ("Registrations") of the Trademarks.

WHEREAS, for good and valuable consideration, receipt of which is hereby acknowledged by the Assignor, and in accordance with an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated June 1, 2005, by and among Assignor, **Intelligent Meetings Corporation**, **American Teleconferencing Services, Ltd.**, **Christopher K. Young** and **Andrew L. Stern**, the Assignor hereby desires to transfer to the Assignee, and the Assignee desires to acquire from the Assignor, all of the Assignor's right, title and interest in and to the Trademarks and Registrations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Trademarks and Registrations as issued in the United States and in all foreign countries, including the goodwill of the business symbolized by the Trademarks, all proceeds of infringement suits, rights to sue for past, present and future infringements, and all rights corresponding to the Trademarks throughout the world including, without limitation, the Registrations.



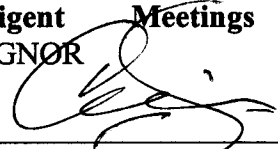
Assignor authorizes and requests the Commissioner of Patents and Trademarks (and any and all other foreign registrars of the Trademarks) to record Assignee as owner of the Trademarks and Registrations.

Assignor hereby represents and warrants that it has all right, title and interest in and to the Trademarks identified in Schedule A and Schedule B, and that they are free and clear of any liens and encumbrances, except as noted in the Asset Purchase Agreement, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

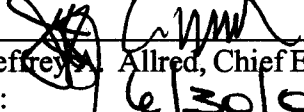
This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 1 day of June, 2005.

Intelligent Meetings Corporation,
ASSIGNOR

By 
Christopher Young, President
Date: 6/1/05

American Teleconferencing Services, Ltd.,
ASSIGNEE

By 
Jeffrey A. Allred, Chief Executive Officer
Date: 6/30/05

STATE OF Massachusetts)
) SS
COUNTY OF Barnstable)

On this 1 day of June, 2005, before me appeared **Christopher Young**, the person who signed this instrument, who acknowledged that he is a duly appointed officer of **Intelligent Meetings Corporation**, that he is duly authorized by the Assignor to sign this instrument, and that he has signed this instrument as a free act on behalf of the Assignor.

Wynne L. Murphy
NOTARY PUBLIC

My commission expires:

July 5, 2009

STATE OF Georgia)
) SS
COUNTY OF Fulton)

On this 30th day of June, 2005, before me appeared **Jeffrey A. Allred**, the person who signed this instrument, who acknowledged that he is a duly appointed officer of **American Teleconferencing Services, Ltd.**, that he is duly authorized by the Assignee to sign this instrument, and that he has signed this instrument as a free act on behalf of the Assignee.

Marcia D. Sigler
NOTARY PUBLIC

My commission expires:

3/3/09



**INTELLIGENT MEETINGS CORPORATION
SCHEDULE OF FEDERAL SERVICE MARKS**

SCHEDULE A

| Service Mark | Date of Registration | Registration No. |
|--|-----------------------------|-------------------------|
| AUTOMATIC MEETINGS | August 19, 2003 | 2,751,735 |
| CHOICECODE | October 26, 2004 | 2,898,109 |
| INMEETINGS | August 19, 2003 | 2,753,732 |
| INTELLIGENT MEETINGS | May 15, 2001 | 2,450,928 |
| MISCELLANEOUS DESIGN (BRAIN CHILD LOGO) | April 27, 2004 | 2,836,491 |
| Q INTELLIGENT MEETINGS and Design | June 24, 2003 | 2,728,632 |
| | | |
| | | |
| | | |