TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FirstPoint Contact Corporation		09/22/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association-National:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1427236	GALAXY
Registration Number:	2129193	SPECTRUM
Registration Number:	2865471	FIRSTPOINT
Serial Number:	76368817	FIRSTPOINT

CORRESPONDENCE DATA

Fax Number: (866)459-2899

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

Phone: 202-783-2700
Email: pagodoa@federalresearch.com
Correspondent Name: CBCInnovis dba Federal Research
Address Line 1:   1023 Fifteenth Street, NW, Suite 401
Address Line 2:   attn: Penelope J.A. Agodoa
Address Line 4:   Washington, DISTRICT OF COLUMBIA   20005

ATTORNEY DOCKET NUMBER:	343748
NAME OF SUBMITTER:	Penelope J.A. Agodoa

Signature:	/pja/
Date:	11/01/2005

Total Attachments: 9
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FIRSTPOINT CONTACT CORPORATION

U.S. REGISTERED TRADEMARKS

TRADEMARK	REG. NO.	REG. DATE
GALAXY	1,427,236	2/3/87
SPECTRUM	2,129,193	1/13/98
FIRSTPOINT	2,865,471	2/8/02

U.S. TRADEMARK APPLICATIONS

TRADEMARK	SER. NO.	FILING DATE
FIRSTPOINT	76/368,817	2/8/02

TRADEMARK SECURITY AGREEMENT, as of
September 22, 2005, among CONCERTO SOFTWARE
INTERMEDIATE HOLDINGS, INC. ("Parent"), ASPECT
SOFTWARE, INC. (the "Borrower"), the subsidiaries of Parent
listed on Schedule I hereto and JPMORGAN CHASE BANK,
N.A., as Administrative Agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of
September 22, 2005 (as amended, supplemented or otherwise modified from time to time,
the "Security Agreement"), among Parent, the Borrower, the Subsidiaries of Parent (as
identified therein) and the Administrative Agent. The Lenders have agreed to extend
credit to the Borrower subject to the terms and conditions set forth in the Credit
Agreement dated as of September 22, 2005 (as amended, supplemented or otherwise
modified from time to time (the "Credit Agreement")) among Parent, Concerto
International, Inc. a Delaware corporation ("Holdings"), Borrower, the Lenders party
thereto, JPMorgan Chase Bank, N.A. as Administrative Agent, JPMorgan Chase Bank,
N.A. and Deutsche Bank Trust Company Americas, as Syndication Agents and Lehman
Commercial Paper Inc. and Wells Fargo Foothill, Inc., as Documentation Agents. The
obligations of the Lenders to extend such credit are conditioned upon, among other
things, the execution and delivery of this Agreement. Parent and the Subsidiary Parties
are affiliates of the Borrower, will derive substantial benefits from the extension of credit
to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver
this Agreement in order to induce the Lenders to extend such credit. Accordingly, the
parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not
otherwise defined herein have the meanings specified in the Security Agreement. The
rules of construction specified in Section 1.01(b) of the Security Agreement also apply to
this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or
performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the
Security Agreement, did and hereby does grant to the Administrative Agent, its
successors and assigns, for the benefit of the Secured Parties, a security interest in, each
Grantor's right, title or interest in or to any and all of the following assets and properties
that are included in the Article 9 Collateral as defined in the Security Agreement now
owned or at any time hereafter acquired by such Grantor or in which such Grantor now
has or at any time in the future may acquire any right, title or interest (collectively, the
"Trademark Collateral"):

all trademarks, service marks, trade names, corporate names, company
names, business names, fictitious business names, trade styles, trade dress, logos,
other source or business identifiers, designs and general intangibles of like nature,
now existing or hereafter adopted or acquired, all registrations and recordings
thereof, and all registration and recording applications filed in connection
therewith, including registrations and registration applications in the United States

Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");

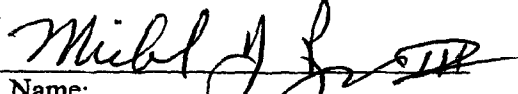all goodwill associated with or symbolized by the Trademarks; and

all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.
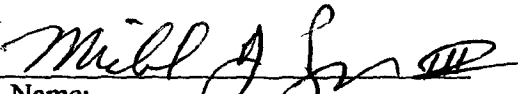
[[2542447]]

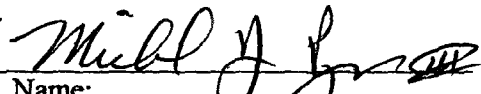IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CONCERTO SOFTWARE
INTERMEDIATE HOLDINGS, INC.,

By _____
Name:
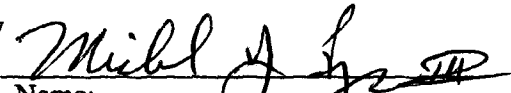Title: Michael J. Provenzano, III
        President

ASPECT SOFTWARE, INC.,

By _____
Name:
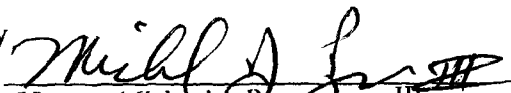Title: Michael J. Provenzano, III
        Chief Financial Officer

ASPECT COMMUNICATIONS
CORPORATION,

By _____
Name:
Title: Michael J. Provenzano, III
        President

FIRSTPOINT CONTACT
CORPORATION,

By _____
Name:
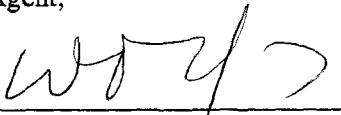Title: Michael J. Provenzano, III
        Secretary and Treasurer

FIRSTPOINT CONTACT
TECHNOLOGIES, LLC,

By _____
Name: Michael J. Provenzano, III
Title: President

[[NYCORP:2542650v1:4435B:09/19/05-02:47 p]]

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

By _____

Name:
Title: **William P. Rindfuss**
           Vice President

[[2542650]]

Subsidiary Parties

Aspect Communications Corporation
FirstPoint Contact Corporation
FirstPoint Contact Technologies, LLC

[[2542447]]

ASPECT SOFTWARE, INC.

U.S. REGISTERED TRADEMARKS

TRADEMARK	REG. NO.	REG. DATE
UNISON	1,942,025	12/19/95
LYRICALL	2,440,761	4/3/01
COMPOSE IT	2,473,189	7/31/01
CONCERTO SOFTWARE	2,884,716	9/14/04
CONCERTO SOFTWARE & DESIGN	2,976,846	7/26/05
DAVOX	1,752,316	2/16/93
MAGELLAN	2,257,387	6/29/99
RIGHTFORCE	2,709,938	4/23/03

U.S. TRADEMARK APPLICATIONS

TRADEMARK	SER. NO.	FILING DATE
TRANSFORMING THE WAY COMPANIES INTERACT WITH THEIR CUSTOMERS	78/603,846	4/7/05

FIRSTPOINT CONTACT CORPORATION

U.S. REGISTERED TRADEMARKS

TRADEMARK	REG. NO.	REG. DATE
GALAXY	1,427,236	2/3/87
SPECTRUM	2,129,193	1/13/98
FIRSTPOINT	2,865,471	2/8/02

U.S. TRADEMARK APPLICATIONS

TRADEMARK	SER. NO.	FILING DATE
FIRSTPOINT	76/368,817	2/8/02

ASPECT COMMUNICATIONS CORPORATION

U.S. REGISTERED TRADEMARKS

TRADEMARK	REG. NO.	REG. DATE
ASPECT TELECASTER	1490039	5/31/88
ASPECT CALLCENTER	1502883	9/6/88
ASPECT ASPECT	1856644	10/4/94

TRADEMARK	REG. NO.	REG. DATE
ASPECT @ ASPECT	1444998	6/30/87
ASPECT	1855601	9/27/94
ASPECT TELESET	1472937	1/19/88
ASPECT @ ASPECT	2810470	2/3/04
ASPECT	2814944	2/17/04
ASPECT WINSET	2366568	7/11/00
VOICETEK	1428182	2/10/87

U.S. TRADEMARK APPLICATIONS

TRADEMARK	SER. NO.	FILING DATE
ETV ETV	75/824715	10/15/99