

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	10/31/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
iPhrase Technologies, Inc.		10/31/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	2005 Keel Company, Inc.
Street Address:	Corporation Trust Center
Internal Address:	1209 Orange Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2464461	IPHRASE
Registration Number:	2493278	IPHRASE
Registration Number:	2863996	ONE STEP

CORRESPONDENCE DATA

Fax Number: (914)765-4370
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9147654415
 Email: ibmtm@us.ibm.com
 Correspondent Name: Alexander Tognino
 Address Line 1: North Castle Drive
 Address Line 4: Armonk, NEW YORK 10504

NAME OF SUBMITTER:	Grazia T. Micewicz
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CH \$90.00 2464461

Signature:

/Grazia T. Micewicz/

Date:

11/08/2005

Total Attachments: 8

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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT made this 31st day of October, 2005 (this "Assignment"), between IPHRASE TECHNOLOGIES, INC., a Delaware corporation ("Assignor"), and 2005 KEEL COMPANY, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor has adopted, used and is using; and is the sole owner of the entire right, title and interest, including the goodwill associated therewith, in and to the registered trademarks and trademark applications listed on Schedule A hereto (the "Trademarks");

WHEREAS, Assignor has agreed in the Asset Purchase Agreement dated as of October 31, 2005 (the "Purchase Agreement") between Assignor and Assignee, to sell, assign, transfer, convey and deliver to Assignee all its right, title and interest in, to and under the Trademarks;

WHEREAS, Assignee desires to purchase, acquire and accept all the right, title and interest of Assignor in, to and under the Trademarks; and

WHEREAS, terms used herein but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all the right, title and interest of Assignor in, to and under:

- (a) the Trademarks;
- (b) all goodwill associated with the use of or symbolized by the Trademarks;
- (c) all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Trademarks; and
- (d) all other rights, including common law rights, relating to the Trademarks in the United States, to the extent such rights exist,

each to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

Upon request from Assignee and at Assignee's expense, Assignor shall furnish, execute, verify and acknowledge such documents or information, including any instrument of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Trademarks in Assignee, or Assignee's assigns.

2. Transfer. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks.

3. Representations, Warranties and Indemnities. Neither Assignor nor Assignee makes any representations or warranties with respect to the Trademarks except as expressly set forth in the Purchase Agreement. Nothing in this Assignment is intended to impair or alter the rights of either Assignor or Assignee under the indemnification provisions set forth in Article VII of the Purchase Agreement.

4. Severability. If any term or provision of this Assignment is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Assignment shall nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Assignment is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

5. **GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.**

6. No Third-Party Beneficiaries. This Assignment is not intended to confer upon any person other than the parties hereto any rights or remedies.

7. Assignment. Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of Law or otherwise by any of the parties without the prior written consent of the other parties. Subject to the preceding sentence, this Assignment will be binding upon, inure to the benefit of and be enforceable by, the parties and their respective successors and assigns.

8. Amendments. This Assignment may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

9. Notices. All notices hereunder shall be given as set forth in the Purchase Agreement.

10. Headings. The headings contained in this Assignment are for reference purposes only and shall not limit or otherwise affect the meaning or interpretation of this Assignment.

11. Counterparts. This Assignment may be executed in one or more counterparts (including by telecopy), all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

12. Purchase Agreement Provisions. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed by their respective officers thereunto duly authorized as of the date first written above.

ASSIGNOR:

IPHRASE TECHNOLOGIES, INC.,

by:


Name:
Title:

ASSIGNEE:

2005 KEEL COMPANY, INC.,

by: _____

Name:
Title:

[[2551214]]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed by their respective officers thereunto duly authorized as of the date first written above.

ASSIGNOR:

IPHRASE TECHNOLOGIES, INC.,

by: _____
Name:
Title:

ASSIGNEE:

2005 KEEL COMPANY, INC.,

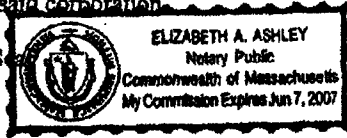
by: David L. Johnson
Name: David L. Johnson
Title: Director

[[2551214]]

STATE OF Massachusetts)
: ss.:
COUNTY OF Middlesex)

On the 28 day of October, 2005 before me personally came Daniel A. Keshu to me known, who, being by me duly sworn, did depose and say that [s]he resides in Massachusetts; that [s]he is CEO of iPhrase Technologies, Inc., the corporation described in and which executed the above Assignment; and that [s]he signed [her][his] name thereto on behalf of said corporation.

Notarial Seal



Elizabeth A. Ashley 10/28/05

STATE OF _____)
: ss.:
COUNTY OF _____)

On the _____ day of October, 2005 before me personally came _____ to me known, who, being by me duly sworn, did depose and say that [s]he resides in _____; that [s]he is _____ of 2005 Keel Company, Inc., the corporation described in and which executed the above Assignment; and that [s]he signed [her][his] name thereto on behalf of said corporation.

Notarial Seal

STATE OF _____)
: ss.:
COUNTY OF _____)


On the ____ day of October, 2005 before me personally came _____ to me known, who, being by me duly sworn, did depose and say that [s]he resides in _____; that [s]he is _____ of iPhrase Technologies, Inc., the corporation described in and which executed the above Assignment; and that [s]he signed [her][his] name thereto on behalf of said corporation

Notarial Seal

STATE OF New York)
: ss.:
COUNTY OF Westchester)

On the 31st day of October, 2005 before me personally came Dawn L. Johnson to me known, who, being by me duly sworn, did depose and say that [s]he resides in Ridgefield, CT; that [s]he is a Director of 2005 Keel Company, Inc., the corporation described in and which executed the above Assignment; and that [s]he signed [her][his] name thereto on behalf of said corporation

Notarial Seal


MARK GOLDSTEIN
Notary Public, State of New York
No. 02GO5051396
Qualified in Westchester County
Commission Expires November 6, 2009

[[2551214]]

Registered Trademarks

Country/ Jurisdiction	Owner	Trademark	Registration No.	Filing Date	Registration Date
USA	iPhrase Technologies, Inc.	IPHRASE	2464461	July 13, 1999	June 26, 2001
USA	iPhrase Technologies, Inc.	IPHRASE	2493278	July 13, 1999	Sept. 25, 2001
USA	iPhrase Technologies, Inc.	ONE STEP	2863996	March 1, 2001	July 20, 2004
EU Community	iPhrase Technologies, Inc.	IPHRASE	001744671	July 7, 2000	Sept 9, 2002

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