

MES  
10/28/05

11-08-2005



103053432

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
Aspect Communications Corporation		09/22/2005	CORPORATION: CALIFORNIA

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:	NATIONAL ASSOCIATION:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1490039	ASPECT TELECASTER
Registration Number:	1502883	ASPECT CALLCENTER
Registration Number:	1856644	ASPECT
Registration Number:	1444998	ASPECT
Registration Number:	1855601	ASPECT
Registration Number:	1472937	ASPECT TELESET
Registration Number:	2810470	ASPECT
Registration Number:	2814944	ASPECT
Registration Number:	2366568	ASPECT WINSET
Registration Number:	1428182	VOICETEK
Serial Number:	75824715	ETV

CORRESPONDENCE DATA

Fax Number: (866)459-2899

CH \$290.00 1490039

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

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

NAME OF SUBMITTER:	Carey N. Lening
Signature:	/cnl/
Date:	11/01/2005

Total Attachments: 9  
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SCHEDULE II: TRADEMARKS

ASPECT SOFTWARE, INC.

U.S. REGISTERED TRADEMARKS

TRADEMARK	REG. NO.	REG. DATE
CINERUN	1,643,025	12/19/95
EYEFLAT	2,440,761	4/3/01
COMPOSITE	2,473,189	7/31/01
CONCRETE SOFTWARE	2,884,716	9/14/04
ASPECT SOFTWARE & DESIGN	2,975,846	7/26/05
DARON	1,752,316	2/16/93
MAXELLAN	2,257,387	6/29/99
RECHITRUE	2,769,938	4/23/03

U.S. TRADEMARK APPLICATIONS

TRADEMARK	SER. NO.	FILING DATE
TRANSFORMING THE WAY COMPANIES INTERACT WITH THEIR CUSTOMERS	78703,846	4/7/05

FIRSTPOINT CONTACT CORPORATION

U.S. REGISTERED TRADEMARKS


TRADEMARK	REG. NO.	REG. DATE
GALAXY	1,427,236	2/3/87
SPECTRUM	2,429,193	1/13/98
FIRSTPOINT	2,865,471	2/8/02

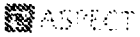
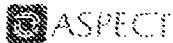
U.S. TRADEMARK APPLICATIONS

TRADEMARK	SER. NO.	FILING DATE
FIRSTPOINT	76368,817	2/8/02

ASPECT COMMUNICATIONS CORPORATION

U.S. REGISTERED TRADEMARKS

TRADEMARK	REG. NO.	REG. DATE
ASPECT TELECENTER	1492039	5/31/88
ASPECT CALL CENTER	1502443	9/6/88
ASPECT  ASPECT	1856614	10/4/94

TRADEMARK	REG. NO.	REG. DATE
ASPECT	1444998	6/30/87
 ASPECT		
ASPECT	1855603	9/27/94
ASPECT TELESET	1472937	1/19/88
ASPECT		
 ASPECT	2810470	2/3/04
ASPECT	2814944	2/17/04
ASPECT WINDSET	2366568	7/11/00
ASPECT III	1428182	2/10/87

U.S. TRADEMARK APPLICATIONS

TRADEMARK	SER. NO.	FILING DATE
ETV	75/824715	10/15/89
ETV		

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.

{{ 08-24-97 }}

SIGNATURE PAGE TO  
FIRST LIEN TRADEMARK  
SECURITY AGREEMENT

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

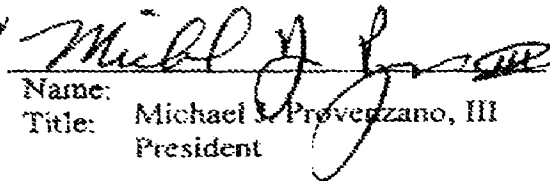
CONCERTO SOFTWARE  
INTERMEDIATE HOLDINGS, INC.,

By   
Name: \_\_\_\_\_  
Title: Michael J. Provenzano, III  
President

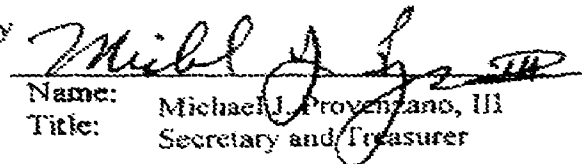
ASPECT SOFTWARE, INC.,

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

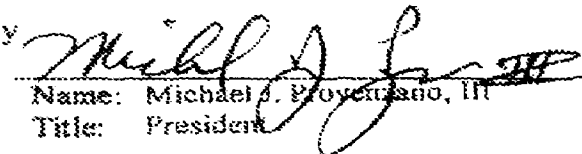
ASPECT COMMUNICATIONS  
CORPORATION,

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,

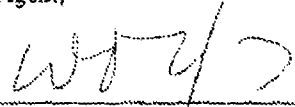
By   
Name: \_\_\_\_\_  
Title: Michael J. Provenzano, III  
President

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SIGNATURE PAGE TO  
FIRST LIEN TRADEMARK  
SECURITY AGREEMENT

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

By



Name:

**William P. Rindfuss**

Title:

**Vice President**

{ 04220 }



Subsidiary Parties

Aspect Communications Corporation  
FirstPoint Contact Corporation  
FirstPoint Contact Technologies, LLC

[[2442447]]