

**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
Aspect Software, Inc.		09/22/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	D.B. Zwirn Finance, LLC, as Administrative Agent
Street Address:	745 Fifth Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10151
Entity Type:	Limited Liability Corporation:

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1942025	UNISON
Registration Number:	2440761	LYRICALL
Registration Number:	2473189	COMPOSE IT
Registration Number:	2884716	CONCERTO SOFTWARE
Registration Number:	2976846	CONCERTO SOFTWARE
Registration Number:	1752316	DAVOX
Registration Number:	2257387	MAGELLAN
Registration Number:	2709938	RIGHTFORCE
Serial Number:	78603846	TRANSFORMING THE WAY COMPANIES INTERACT WITH THEIR CUSTOMERS

**CORRESPONDENCE DATA**

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-783-2700

CH \$240.00 1942025

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:	343751
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	11/14/2005

Total Attachments: 9  
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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Aspect Software, Inc.

- Individual(s)
- General Partnership
- Corporation-Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 09/22/2005

2. Name and address of receiving party(ies)

Name: D.B. Zwirn Finance, LLC, as Administrative Agent

Internal

Address: \_\_\_\_\_

Street Address: 745 Fifth Avenue, 18th Floor

City: New York State: NY Zip: 10151

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other Limited Liability Corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

SEE ATTACHED

B. Trademark Registration No.(s)

SEE ATTACHED

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW

Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:



7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jared Policicchio

Name of Person Signing

Signature

10/04/2005

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

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

SECOND-LIEN 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 D.B. ZWIRN FINANCE,  
LLC, 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, D.B. Zwirn Finance, LLC, as Administrative Agent and JPMorgan Chase Bank, N.A. and Lehman Commercial Paper 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

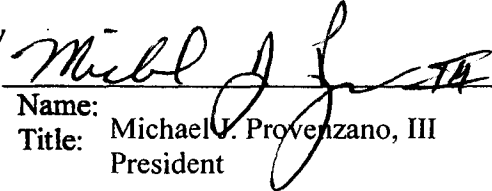
all assets, rights and interests that uniquely reflect or embody the Trademarks.

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.

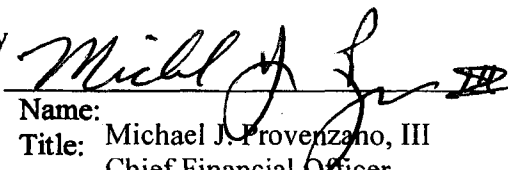
SIGNATURE PAGE TO  
SECOND LIEN TRADEMARK  
SECURITY AGREEMENT

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

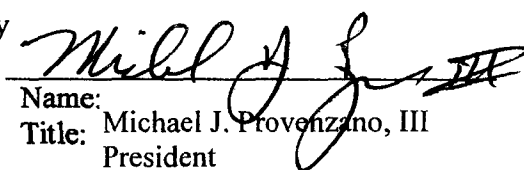
CONCERTO SOFTWARE  
INTERMEDIATE HOLDINGS, INC.,

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

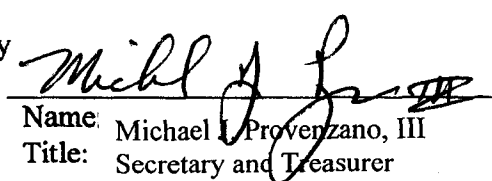
ASPECT SOFTWARE, INC.,

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

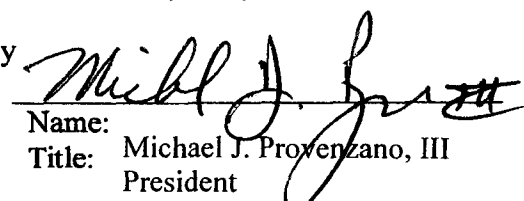
ASPECT COMMUNICATIONS  
CORPORATION,

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

FIRSTPOINT CONTACT  
CORPORATION,

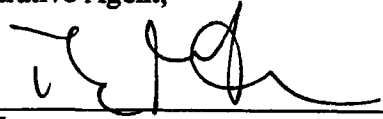
By   
Name: Michael J. Provenzano, III  
Title: Secretary and Treasurer

FIRSTPOINT CONTACT  
TECHNOLOGIES, LLC,

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

D.B. ZWIRN FINANCE, LLC, as  
Administrative Agent,

By



Name: **Perry A. Gruss**  
Title: **Authorized Signatory**



Subsidiary Parties

Aspect Communications Corporation  
FirstPoint Contact Corporation  
FirstPoint Contact Technologies, LLC

SCHEDULE II: TRADEMARKS

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 	75/824715	10/15/99