

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:	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: 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		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	343749		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

CH \$115.00 1427236

Signature:	/pja/
Date:	11/14/2005
Total Attachments: 9 source=343749#page1.tif source=343749#page2.tif source=343749#page3.tif source=343749#page4.tif source=343749#page5.tif source=343749#page6.tif source=343749#page7.tif source=343749#page8.tif source=343749#page9.tif	

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):
FirstPoint Contact Corporation

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

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 09/22/2005

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 _____ Jared Policicchio 10/04/2005
Name of Person Signing Signature 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

FIRSTPOINT CONTACT CORPORATION

U.S. REGISTERED TRADEMARKS

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

U.S. TRADEMARK APPLICATIONS

TRADEMARK	ORIGINATING TRANSACTION	SER. NO.	FILING DATE
FIRSTPOINT	ROCKWELL FIRSTPOINT CONTACT	76/368,817	2/8/02

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

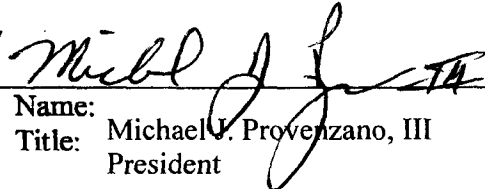
all assets, rights and interests that uniquely reflect or embody the Trademarks.

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.

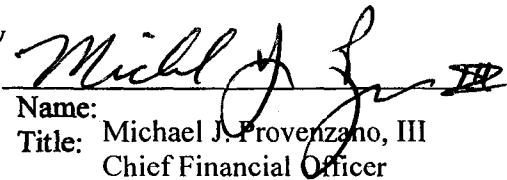
SIGNATURE PAGE TO
SECOND LIEN TRADEMARK
SECURITY AGREEMENT

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

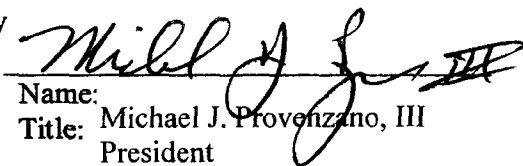
CONCERTO SOFTWARE
INTERMEDIATE HOLDINGS, INC.,

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

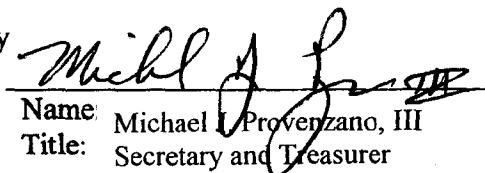
ASPECT SOFTWARE, INC.,

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

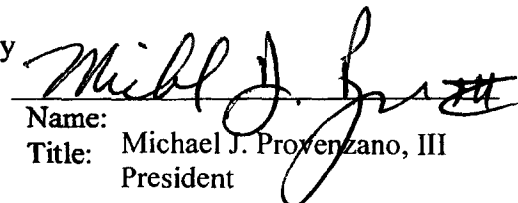
ASPECT COMMUNICATIONS
CORPORATION,

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