

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Collateral

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, Inc., as Agent	FORMERLY Foothill Capital Corporation	03/21/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Nextiraone, LLC (f/k/a WCS Acquisition LLC)
Street Address:	2450 Colorado Ave., Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	76344602	CONVERGENCECARE
Serial Number:	78147248	APPLICARE
Serial Number:	75283075	CONXUS
Serial Number:	78086588	NEXTIRAONE
Serial Number:	78147239	WEB'NFLOW
Serial Number:	76379381	NEXTIRAONE
Registration Number:	2257177	ACTIVECONNECT
Registration Number:	2281508	DIALECT
Registration Number:	2475613	E-VERYTHING
Registration Number:	2482080	E-VERYTHING FOR YOUR BUSINESS COMMUNICATIONS NEEDS
Registration Number:	2115465	SOFTIRON

CORRESPONDENCE DATA

OP \$290.00 76344602

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ATTORNEY DOCKET NUMBER:	45035.00035
NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	03/21/2006

Total Attachments: 3
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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of March 21, 2006 ("Effective Date") by WELLS FARGO FOOTHILL, INC., a California corporation (f/k/a Foothill Capital Corporation) ("Grantee"), in favor of NEXTIRAONE, LLC, a Delaware limited liability company (f/k/a/ WCS Acquisition LLC) ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Loan and Security Agreement, dated as of April 2, 2001, as further amended, restated, supplemented or otherwise modified from time to time, (the "Loan Agreement"), Grantee holds a Lien (as such term is defined in the Loan Agreement) against all general intangibles owned by Grantor (collectively, the "Collateral");

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of April 2, 2001 by and among Grantor and Grantee and the Amended and Restated Trademark Security Agreement dated as of September 3, 2002 by and among Grantor and Grantee (together, the "Security Agreement"), Grantor assigned, transferred and conveyed to Grantee, and granted to Grantee, a security interest and mortgage in all of Grantor's right, title and interest in and to the Trademark Collateral (as such term is defined in the Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 12, 2001, at Reel 2277, Frame 0966, and the Amended and Restated Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 11, 2002, at Reel 2578; Frame 0932;

WHEREAS, pursuant to the terms and conditions of that certain Payoff Letter dated June 13, 2005, the Grantee has consented to the release of the Lien on the Collateral, including, without limitation, the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on Schedule A hereto; and

WHEREAS, Grantee desires to release its Lien in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. Grantee's Lien in the Collateral, including, without limitation, the Trademark Collateral granted pursuant to any Loan Document (as defined in the Loan Agreement), is hereby terminated and released.

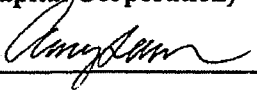
2. Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest and collateral assignment in the Collateral, including without limitation the entire right, title and interest in and to the Trademark Collateral, including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights

corresponding thereto throughout the world and the goodwill of the business to which the Trademark Collateral relates.

3. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release.

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

WELLS FARGO FOOTHILL, INC.
(f/k/a Foothill Capital Corporation)

By: 
Name: Amy Lam
Title: Vice President

SCHEDULE A

Mark	Owner	Status	Country	Application Number	Registration Number	Application Date	Registration Date
E-VERYTHING	WILLIAMS COMMUNICATIONS SOLUTIONS	ABANDONED	MEXICO				
E-VERYTHING	WILLIAMS COMMUNICATIONS SOLUTIONS	ABANDONED	MEXICO				
E-VERYTHING FOR YOUR BUSINESS COMMUNICATIONS NEEDS	WILLIAMS COMMUNICATIONS, INC.	ABANDONED	MEXICO				
CONVERGENCECARE	NEXTIRAONE, LLC	FILED	USA	76/344.602		12/3/2001	
APPLICARE	NEXTIRAONE, LLC	FILED	USA	78/147.248		7/24/2002	
CONXUS	NEXTIRAONE, LLC	FILED	USA	75/283.075		4/28/1997	
DIALECT	WILLIAMS COMMUNICATIONS SOLUTIONS	FILED	CANADA	1,020,963			
E-VERYTHING	WILLIAMS COMMUNICATIONS SOLUTIONS	FILED	MEXICO	459,895			
NEXTIRAONE	NEXTIRAONE, LLC	FILED	USA	78/086,588		10/2/2001	
NEXTIRAONE & DESIGN	NEXTIRAONE, LLC	FILED	USA	76/379,381		3/6/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	CANADA	1,136,216		4/2/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	MEXICO	549,767		6/3/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	MEXICO	549,768		6/3/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	EUROPEAN COMMUNITY	2,579,134		2/15/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	CZECH REPUBLIC	177,044		2/22/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	HUNGARY	MO2 00833		2/18/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	POLAND	Z-246,702		2/20/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	SLOVAKIA	POZ 0442-2002		2/15/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	SWITZERLAND	01711/2002		2/25/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	TURKEY	2002/004407		2/14/2002	
WEBNFLOW	NEXTIRAONE, LLC	FILED	USA	78/147.239		7/24/2002	
DIALECT ADVANTAGE	NEXTIRAONE, LLC	NOT FILED					
DIALECT CRM LINK	NEXTIRAONE, LLC	NOT FILED					
INTERSYS	INTERSYS MEXICO, S.A. DE C.V.	REGISTERED	MEXICO	102640	401913	12/7/1990	12/7/2000
ACTIVECONNECT	NEXTIRAONE, LLC	REGISTERED	CANADA	896,405	TMA531,285		8/16/2000
ACTIVECONNECT	WILLIAMS COMMUNICATIONS SOLUTIONS	REGISTERED	USA	75/491,849	2,257,177	5/28/1998	6/29/1999
CNG	CNG COMPUTER NETWORKING GROUP INC.	REGISTERED	CANADA	852,267	TMA496,779	7/29/1997	6/29/1998
CNG & DESIGN	CNG COMPUTER NETWORKING GROUP INC.	REGISTERED	CANADA	775,242	TMA455,092	2/10/1995	3/8/1996
DIALECT	WILLIAMS COMMUNICATIONS SOLUTIONS	REGISTERED	USA	75/539,133	2,281,508	8/19/1998	9/28/1999
E-VERYTHING	WILLIAMS COMMUNICATIONS SOLUTIONS	REGISTERED	USA	76/063,620	2,475,613	5/26/2000	8/7/2001
E-VERYTHING FOR YOUR BUSINESS COMMUNICATIONS NEEDS	WILLIAMS COMMUNICATIONS, INC.	REGISTERED	USA	76/063,621	2,482,080	5/26/2000	8/28/2001
E-VERYTHING FOR YOUR BUSINESS COMMUNICATIONS NEEDS	WILLIAMS COMMUNICATIONS, INC.	REGISTERED	MEXICO	459,896	691,397		11/24/2000
E-VERYTHING FOR YOUR BUSINESS COMMUNICATIONS NEEDS	WILLIAMS COMMUNICATIONS, INC.	REGISTERED	MEXICO	459,894	691,395		11/24/2000
SOFTIRON	WILLIAMS COMMUNICATIONS SOLUTIONS	REGISTERED	USA	75/119,019	2,115,465		11/25/1997