

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LiveWire Logic, Inc.		02/13/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LiveWire Acquisition, Inc.		
<b>Street Address:</b>	2400 Corporate Exchange Dr.		
<b>Internal Address:</b>	Suite 150		
<b>City:</b>	Columbus		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43231		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76314595	DIALOGPRO	
<b>Registration Number:</b>	2650480	LIVEWIRE LOGIC	
<b>Registration Number:</b>	2660755	LIVEWIRE LOGIC	
<b>Registration Number:</b>	2957435	REALDIALOG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(614)227-2100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6142272000		
<b>Email:</b>	rmorgan@porterwright.com		
<b>Correspondent Name:</b>	Robert J. Morgan		
<b>Address Line 1:</b>	41 South High Street		
<b>Address Line 4:</b>	Columbus, OHIO 43215		
<b>ATTORNEY DOCKET NUMBER:</b>	3690300-160709		

CH \$115.00 76314595

NAME OF SUBMITTER:	Robert J. Morgan
Signature:	/Robert J. Morgan/
Date:	03/30/2006
<b>Total Attachments: 7</b> source=LiveWireAssignSched#page1.tif source=LiveWireAssignSched#page2.tif source=LiveWireAssignSched#page3.tif source=LiveWireAssignSched#page4.tif source=LiveWireAssignSched#page5.tif source=LiveWireAssignSched#page6.tif source=LiveWireAssignSched#page7.tif	

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment") made the 24<sup>th</sup> day of February, 2006 by and between LiveWire Acquisition, Inc., a Delaware corporation ("Assignee"), and LiveWire Logic, Inc., a Delaware corporation ("Assignor"), with reference to the facts set forth below.

## RECITALS

A. Assignee has acquired from Assignor title to certain Assets (the "Assets") as defined and pursuant to a certain Asset Purchase Agreement dated as of February 13, 2006 (the "Agreement").

B. In connection with the conveyance of the Assets from Assignor to Assignee, Assignor and Assignee intend and agree that Assignor's right, title and interest in and to (i) all of its intangible personal property of Assignor, including Intellectual Property Assets, going concern value, goodwill, telephone, fax and e-mail addresses and those items listed in Parts (d), (e), (f) and (h) of the Disclosure Letter (the "Intangible Assets"), and (ii) the Seller Contracts, including those listed in Exhibit 2.1(e) to the Agreement (the "Seller Contracts") shall be assigned to the benefit of and be assigned and transferred to Assignee.

C. In connection with the conveyance of the Assets from Assignor to Assignee, Assignor and Assignee also intend and agree that Assignee will assume and thereafter timely pay and discharge the Assumed Liabilities.

NOW, THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as set forth below.

1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement.

2. Assignment by Assignor. Assignor hereby assigns and transfers to Assignee all its right, title and interest of Assignor in and to the Intangible Assets and the Seller Contracts, together with any rights owned by Assignor relating thereto.

3. Acceptance of Assignment. Assignee hereby accepts the assignment of the Intangible Assets and the Seller Contracts.

4. Assumption of Liabilities. Assignee hereby assumes, and agrees to timely pay or otherwise discharge the Assumed Liabilities.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

Each of the parties signing this Assignment hereby warrants and represents that it has the legal power, authority and right to execute, deliver and perform the obligations of this Assignment, that this Assignment has been duly authorized by all requisite actions on the part of the warranting party, and that no remaining action or third party action is required to make this Assignment binding upon such party.

Governing Law. This Assignment shall be construed and enforced in accordance with the law of the State of Delaware without regard to conflicts-of-laws principles that would require the application of any other law.

Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and when delivered, shall be an original, but all such counterparts together shall constitute but one and the same instrument.

**WITNESS WHEREOF**, the parties hereto have executed this Assignment as of the date set forth above.

FOR:

Logic, Inc.



M. Whitmeyer, Jr.  
President and Chief Executive Officer

SIGNEE:

Wire Acquisition, Inc.

Joseph M. Sanda  
President

of the parties signing this Assignment hereby warrants and  
the full legal power, authority and right to execute, deliver and perform the  
Assignment, that this Assignment has been duly authorized by all requisite  
of such warranting party, and that no remaining action or third party action is  
this Assignment binding upon such party.

Governing Law. This Assignment shall be construed and enforced in accordance  
of the State of Delaware without regard to conflicts-of-laws principles that would  
application of any other law.

Counterparts. This Assignment may be executed in any number of counterparts, each  
when so executed and when delivered, shall be an original, but all such counterparts  
together constitute but one and the same instrument.

**WITNESS WHEREOF**, the parties hereto have executed this Assignment as of the  
set forth above.

OR:

Logic, Inc.

\_\_\_\_\_  
M. Whitmeyer, Jr.

President and Chief Executive Officer

SIGNEE:

Wire Acquisition, Inc.

by: Joseph M. Sanda  
Joseph M. Sanda  
President

None.

Insurance.

Illinois Union Insurance Company – Directors’ and Officers’ Liability Insurance, Policy No. BMI 20025499, established September 25, 2003.

St. Paul Fire & Marine Insurance Company – business insurance including coverage for business personal property and general liability, Policy No. VP06302554, established August 31, 2002.

St. Paul Fire & Marine Insurance Company – Workers’ Compensation and Employers’ Liability insurance, Policy # WVA6311873, established August 31, 2002.

Blue Cross Blue Shield of North Carolina – Group health care coverage, Group Number 000819 (Q1445958).

Securian Life Insurance Co. – Employee dental insurance, Plan #519-0001.

(b) None.

Environmental Matters.

(a) None.

(b) None.

20 Employees.

(a) See Schedule 3.20(a) attached hereto.

(b) None.

(c) None.

(d) None.

(e) None.

3.21 Labor Disputes; Compliance.

(a) None.

(b) None.

3.22 Intellectual Property Rights.

(a) None.

(b) See below.

Master License Agreement, dated January 30, 2003, between Seller and The Hartford.

dated December 19, 2002, between Seller and Circuit City Stores,

dated December 19, 2002, between Seller and Water Pik, Inc., dba

dated August 20, 2003, between Seller and Circuit City Stores,

and Statement of Work, dated October 1, 2004, between Seller and

and Statement of Work, dated June 2005, between Seller and  
Edison.

agreement, dated June 15, 2004, between Seller and Ford Motor Company.

Security Agreement, dated September 30, 2004, between Seller and the

See discussion of security interest of certain note holders, as described in Part 3.7.

F. M. Whitmeyer, Jr. ("Whitmeyer") and Eric Johns, who are affiliated with Research Triangle Ventures, LP, an investor in Seller, are currently serving as Chief Executive Officer and Business Manager, respectively, of Seller, but have not executed Confidentiality, Inventions and Non-Competition Agreements. Whitmeyer, as a director, executed a Confidentiality and Nondisclosure Agreement on January 11, 2001.

The following former employees executed Confidentiality, Inventions and Non-Competition Agreements in connection with their employment with Seller:

Bares, William  
Branting, Karl  
Brooks, Irene  
Brown, Ashlee  
Capone, Ernst  
Cuales, Michael  
Dalton, Clint  
Davoren, Thomas  
Ely, David  
Fox, Dave  
Garrett, Michael  
Grandinetti, Gayle  
Holjes, Bryan

Howell, Jay  
Howell, Velerie  
Jarvis, Juliet  
Johnson, Michael  
Jones, Diane  
Lee, Benjamin  
Lee, Seung  
Lough, Michael  
Mott, Bradford  
Neff, Kathy  
Nordstrom, Marge  
Reid, Elizabeth  
Rogers, Reid

Martin  
Vickie  
Mary

Warner, Bill  
Ward, Eric  
Zettlemoyer, Luke

Jim Bares, Michael Cuales, Patrick FitzGerald, Bradford Mott and James  
excluded prior inventions as set forth in their Confidentiality, Inventions  
Non-Competition Agreements. Such prior inventions have not been  
incorporated or otherwise included in the Seller's Intellectual Property and none  
such prior inventions are material to the Seller.

ents:

provisional application filed February 15, 2001, U.S. Serial Number 60/269,032, entitled:  
METHODS, SYSTEMS, AND COMPUTER PROGRAM PRODUCTS FOR  
PROVIDING AUTOMATED CUSTOMER SERVICE VIA AN INTELLIGENT  
VIRTUAL AGENT THAT IS TRAINED USING CUSTOMER-AGENT  
CONVERSATIONS." (status abandoned)

provisional application, filed February 15, 2002, U.S. Serial Number 10/076,963, entitled:  
METHODS, SYSTEMS, AND COMPUTER PROGRAM PRODUCTS FOR  
PROVIDING AUTOMATED CUSTOMER SERVICE VIA AN INTELLIGENT  
VIRTUAL AGENT THAT IS TRAINED USING CUSTOMER-AGENT  
CONVERSATIONS"; claiming benefit of priority of the provisional application filed  
February 15, 2001. (status pending)

Patent counsel has provided copies of documents, including one response and one office  
action with response.

(e) Seller has the following registered trademarks:

LIVEWIRE LOGIC – Reg. No.: 2,650,480; Reg. Date: 11/12/2002  
LIVEWIRE LOGIC (AND DESIGN) – Reg. No.: 2,660,755; Reg. Date:  
12/10/2002  
REALDIALOG – Reg. No.: 2,957,435; Reg. Date: 5/31/2005

Seller has filed applications for federal registration for the following trademarks:

DIALOGPRO – App. No.: 76/314,595; App. Date: 9/19/2001

(f) The Seller has no registered copyrights. The Seller has unregistered copyrights in:

- (i) the contents of the Seller's web site;
- (ii) all software and other product documentation, user manuals and similar materials developed by the Seller;
- (iii) all marketing brochures and other materials;
- (iv) all other copyrightable materials authored by employees within the scope of

TRADEMARK

REEL: 003279 FRAME: 0269



employment with the Seller.  
 Parts 3.7 and 3.16, the Note Holders have a security interest in all of  
 of Seller.

	Registration Date	Expiration Date	Registrar
	6/24/2002	6/23/2006	Network Solutions
m	6/30/2000	1/30/2007	Network Solutions
o	6/24/2002	6/24/2006	Network Solutions
ct	2/5/2001	4/5/2006	Network Solutions
og	4/5/2001	4/5/2006	Network Solutions
g	4/15/2001	4/15/2007	enom
g	8/22/2002	8/22/2006	enom
o	8/22/2002	8/22/2006	enom
rg	8/22/2002	8/22/2006	enom
ns	8/22/2002	8/22/2006	enom

of Certain Business Practices.

Relationships With Related Parties.

noted in Parts 3.7 and 3.16, the Note Holders have a security interest in all of the  
 of Seller.

M. Whitmeyer, Jr., an affiliate of Research Triangle Ventures, LP, is the President and  
 Chief Executive Officer and a director of Seller.

affiliates of Gray Ventures II, LLC, Tri-State Investment Group IV, LLC, The Atlantis  
 Group, LLC and truePilot, LLC, all of which are Note Holders, are directors of Seller.

Brokers or Finders.

OnDemand Partners LLC was retained by Seller to assist with the potential sale of or  
 financing for Seller. Under the Engagement Agreement dated September 6, 2005, Seller  
 pays OnDemand a monthly retainer in the amount of \$5,000. Upon consummation of a  
 transaction, OnDemand is due a success fee, with a minimum of \$75,000 and a maximum  
 of \$150,000 plus 5% or 10% of consideration above \$2,000,000. Seller shall also  
 reimburse OnDemand for professional fees and out-of-pocket expenses incurred in  
 connection with the services provided.