

@PFIDesktop\G:\DMA\M\I\ODMA\I\HBSR05\Manage_625534;1

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

Docket No.: 1517.0131-000

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

ZOOM TELEPHONICS

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

Citizenship: _____

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other Affidavit to Correct Typographical Error in Recorded Assignment Document with copy of Assignment recorded 9/11/2000 at Reel 002145, Frames 0358-0363

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ZOOM TELEPHONICS, INC.

Internal Address: _____

Street Address: 207 SOUTH STREET

City: BOSTON

State: MASSACHUSETTS

Country: U.S.A. ZIP: 02111

- Association - Citizenship _____
- Individual(s) - Citizenship _____
- General Partnership - Citizenship _____
- Limited Partnership - Citizenship _____
- Corporation - Citizenship DELAWARE
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,954,505

C. Identification or Description of Trademark(s) (and filing Date if Application or Registration Number is unknown):

Additional sheets attached? Yes No

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

Name: John L. DuPré

Internal Address: _____

Hamilton, Brook, Smith & Reynolds, P.C.

Street Address: 530 Virginia Road, P.O. Box 9133

City: Concord State: MA ZIP: 01742-9133

Phone No. 978-341-0036 Fax No. 978-341-0136

Email Address: john.dupre@hbsr.com

6. Total number of applications and registrations involved: [1]

7. Total Fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Enclosed
- Authorization to charge deposit account number 08-0380
- Previously submitted - Doc. ID No. []
- Authorized to charge any deficiencies or credit any overpayment to deposit account

Do not attach a copy of this page if paying by deposit account and filing via facsimile.

Attach a copy of this page if paying by deposit account and filing via mail.

8. John L. DuPré *John L. DuPré* 5/18/06
 Name of Person Signing Signature Date

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

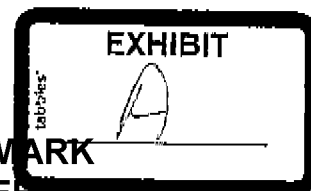
CH \$40.00 080380 1954505

ASSET PURCHASE AGREEMENT

FOR CERTAIN OF THE ASSETS OF BOCA RESEARCH, INC. and BOCA GLOBAL, INC.
by ZOOM TELEPHONICS, INC.

July 28, 2000

HWTM 5113347



TRADEMARK

REEL: 003313 FRAME: 0162

TABLE OF CONTENTS

<u>Recitals</u>	<u>Page No.</u>
ARTICLE I DEFINITIONS	2
1.1 DEFINITIONS	2
ARTICLE II PURCHASE AND SALE OF ASSETS.....	4
2.1 PURCHASE OF ASSETS	4
2.2 RETAINED ASSETS	4
2.3 ASSUMED LIABILITIES	4
2.4 RETAINED LIABILITIES	4
2.5 MANUFACTURING THROUGH BOUNDLESS.....	4
2.6 SUBLEASE.....	4
2.7 TECH SUPPORT OBLIGATIONS.....	5
2.8 PURCHASE PRICE.....	5
2.9 [INTENTIONALLY OMITTED].....	7
2.10 TIME AND PLACE OF CLOSING.....	7
2.11 EXECUTION AND DELIVERY OF DOCUMENTS OF TITLE BY THE COMPANY; FURTHER ASSURANCES	7
2.12 EXECUTION AND DELIVERY OF DOCUMENTS BY BUYER; FURTHER ASSURANCES	7
ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND SUBSIDIARY	8
3.1 CONDITION OF ASSETS	8
3.2 EMPLOYEES	8
3.3 BROKERS	8
3.4 COPIES OF DOCUMENTS.....	8
3.5 ORGANIZATION AND QUALIFICATION OF COMPANY.....	8
3.6 AUTHORITY AND BINDING EFFECT	8
3.7 NO CONFLICTS	9
3.8 LITIGATION.....	9
3.9 INTELLECTUAL PROPERTY RIGHTS.....	10
3.10 TITLE TO TRANSFERRED ASSETS NOT CONSTITUTING INTELLECTUAL PROPERTY	10
3.11 AVAILABLE CAPITAL.....	11
3.12 SOLE REPRESENTATIONS AND WARRANTIES.....	11
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER	11
4.1 BROKERS	11
4.2 AVAILABILITY OF CAPITAL.....	11
4.3 REGULATORY APPROVALS	11
4.4 AUTHORITY AND BINDING EFFECT	11
4.5 SOLE REPRESENTATIONS AND WARRANTIES.....	11
ARTICLE V COVENANTS.....	12
5.1 COVENANTS OF THE COMPANY	12
5.2 COVENANTS OF THE COMPANY AND BUYER.....	12
5.3 [INTENTIONALLY OMITTED].....	15
5.4 COVENANTS OF BUYER.....	15

5.5	COVENANTS OF BUYER AND THE COMPANY.....	15
ARTICLE VI CLOSING CONDITIONS.....		17
6.1	CONDITIONS TO OBLIGATIONS OF BUYER.....	17
6.2	CONDITIONS TO OBLIGATIONS OF THE COMPANY.....	18
ARTICLE VII TERMINATION.....		20
7.1	TERMINATION OF AGREEMENT.....	20
ARTICLE VIII INDEMNIFICATION.....		21
8.1	SURVIVAL OF REPRESENTATIONS AND WARRANTIES.....	21
8.2	INDEMNIFICATION BY THE COMPANY.....	21
8.3	INDEMNIFICATION BY BUYER.....	22
8.4	MINIMUM INDEMNIFICATION; MATERIALITY.....	22
8.5	NOTICE AND OPPORTUNITY TO DEFEND.....	23
ARTICLE IX MISCELLANEOUS.....		23
9.1	FEES AND EXPENSES.....	23
9.2	PUBLICITY AND DISCLOSURES.....	23
9.3	NOTICES.....	24
9.4	SUCCESSORS AND ASSIGNS.....	25
9.5	DESCRIPTIVE HEADINGS.....	25
9.6	COUNTERPARTS.....	25
9.7	SEVERABILITY.....	25
9.8	ATTORNEYS' FEES.....	25
9.9	COURSE OF DEALING.....	25
9.10	THIRD PARTIES.....	25
9.11	TAX MATTERS.....	26
9.12	VARIATIONS IN PRONOUNS.....	26
9.13	WAIVER OF JURY TRIAL.....	27
9.14	GOVERNING LAW.....	27
9.15	ENTIRE AGREEMENT.....	27

TABLE OF EXHIBITS

Exhibit A Instrument of Assumption

TABLE OF SCHEDULES

Schedule 2.1 Transferred Assets
Schedule 2.2 Retained Assets
Schedule 2.3 Assumed Liabilities
Schedule 3.2 Employment Agreements
Schedule 3.3 Brokers

Schedule 3.9(a)	Intellectual Property
Schedule 3.9(b)	Liens on Intellectual Property
Schedule 3.9(c)	Proceedings
Schedule 3.9(d)	Notices of Infringement
Schedule 3.9(f)	Transfers of Source Code
Schedule 4.1	Brokers

ASSET PURCHASE AGREEMENT

Asset Purchase Agreement (the "Agreement") dated as of July 28, 2000, by and among ZOOM TELEPHONICS, INC., a Delaware corporation (together with its successors and assigns, "ZOOM" or "Buyer"), BOCA RESEARCH, INC. (together with its successors and assigns, "BRI") and BOCA GLOBAL, INC. (together with its successors and assigns, "BGI" or "Subsidiary"), both Florida corporations (collectively referred to as the "Company").

This Agreement sets forth the terms and conditions upon which the Buyer will purchase from the Company, and the Company will sell to the Buyer, certain Transferred Assets of the Company (as hereinafter defined) for the consideration provided herein. This Agreement also provides for the assumption and performance by the Buyer of certain Assumed Liabilities (as hereinafter defined).

In consideration of the foregoing, the mutual representations, warranties and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions. For the purposes of this Agreement, all capitalized words or expressions used in this Agreement (including the Schedules and Exhibits annexed hereto) shall have the meanings specified in this Article (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Agreement" means this Asset Purchase Agreement (together with all Exhibits and Schedules hereto) as from time to time assigned, supplemented, modified, amended, or restated or as the terms hereof may be waived.

"Boca Products" means those products listed as Boca Products in Schedule 2.1.

"Business Day" means any day, excluding Saturday, Sunday and any other day on which commercial banks in New York, New York are authorized or required by law to close.

"Buyer" shall have the meaning ascribed to such term in the first paragraph of this Agreement.

"Charter" means the Certificate of Incorporation, Articles of Incorporation or Organization or other organizational document of a corporation, as amended and restated through the date hereof.

HWDE 011233v7

TRADEMARK
REEL: 003313 FRAME: 0166

BILL OF SALE AND CONVEYANCE

BILL OF SALE AND CONVEYANCE dated July 28, 2000 from Boca Research, Inc., a Florida corporation ("BRI") and Boca Global, Inc., a Florida corporation ("BGI", and together with BRI, the "Company"), to Zoom Telephonics, Inc., a Delaware corporation ("Buyer").

WHEREAS, by an Asset Purchase Agreement dated as of July 28, 2000 (the "Agreement") among BRI, BGI and Buyer, BRI and BGI have agreed to sell, transfer and convey to Buyer certain of the assets of the Company.

NOW, THEREFORE, for good and valuable consideration, in hand paid, receipt of which is hereby acknowledged:

1. The Company hereby conveys, transfers and assigns to Buyer all of its right, title and interest in the Transferred Assets (as defined in the Agreement), consisting of all of the tangible and intangible assets, including, but not limited to, all designs, software and intellectual property, including good-will associated therewith, with respect to the Transferred Assets, as set forth in Schedule I attached hereto (the "Assets").

2. Nothing in this Bill of Sale and Conveyance contained shall be construed as an attempt to assign any contract or agreement which is in law nonassignable without the consent of the other party or parties thereto unless such consent shall have been given. In order, however, that the full value of every such contract or agreement included within the assets to be transferred to Buyer and all claims and demands in such contract or agreement may be realized, the Company hereby covenants with Buyer that it will, in person or by agent, at the request of Buyer, under the direction of Buyer, in its name or otherwise as Buyer shall specify and as shall be permitted by law, take all such action and do or cause to be done all such things necessary or proper in order that Buyer's rights and obligations shall be preserved.

3. The Company does hereby constitute and appoint Buyer, its successors and assigns, the Company's true and lawful attorney or attorneys, with full power of substitution, for it and in its name, place and stead or otherwise, but on behalf of and for the benefit of the Company, its successors and assigns, to demand and receive from time to time any and all property and assets, tangible and intangible, conveyed, transferred and assigned to Buyer pursuant to the Agreement, and to give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute in its name or otherwise, but at the direction and expense and for the benefit of Buyer and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Buyer, its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the properties, assets and business transferred and assigned to Buyer pursuant to the Agreement, and to defend and compromise any and all actions, suits and proceedings in respect of any of said property, assets and business and to do any and all such acts and things in relation thereto as Buyer, its successors or assigns shall deem advisable, the Company hereby declaring that the appointment hereby made and the

TRADEMARK

EXHIBIT

REEL: 003313 FRAME: 0167

7/16/2006 16:33

521997899

BRI EXEC OFFICE

PAGE 00

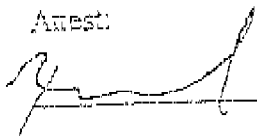
4. In case for any reason Buyer shall not be authorized or qualified to receive any specific property, or contract, claim, demand or right owned by the Company, the Company further covenants to execute appropriate deeds, acts, transfers, assignments, instruments and conveyances of any such property, claim, contract, demand or right required by this Bill of Sale to be conveyed to the Buyer and now owned by the Company when and as Buyer, its successors or assigns shall be authorized or qualified to receive the same.

Notwithstanding anything herein to the contrary, the provisions of this Bill of Sale and Conveyance shall be subject to the provisions of the Agreement, and if and to the extent they are inconsistent, the provisions of the Agreement shall be controlling.

IN WITNESS WHEREOF, each of BRI and BGI has caused this Bill of Sale and Conveyance to be executed on its behalf by the undersigned duly authorized officers as of the day and year first above set forth.

BOCA RESEARCH, INC.

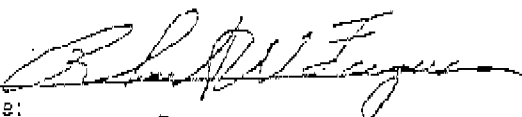
Attest:



By:


Name:

Title: CEO - PRES



BOCA GLOBAL, INC.

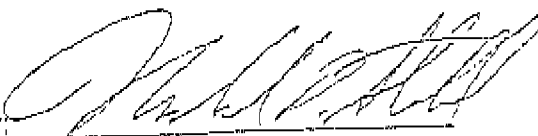
Attest:



By:

Name:

Title: PRES



4346706

TRADEMARK ASSIGNMENT

WHEREAS, Boca Research, Inc., a Florida corporation (the "Assignor") is the applicant, assignee, or registrant of the registered trademarks and service marks on the Principal Register as shown in the attached Exhibit A; and

WHEREAS, Assignor has continuously since the date of first use, noted in said registration, used said marks in interstate commerce in association with the goods and services described in said applications or registrations;

WHEREAS, the Assignor may have rights in the trademarks and service marks listed in the attached Exhibit B.

WHEREAS, Zoom Telephonics, a Delaware corporation ("Assignee"), is desirous of acquiring said trademarks and the registrations, if any, therefor;

NOW THEREFORE, for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto said Assignee, all right, title and interest in and to said marks, together with any acquired secondary meaning associated therewith, and the good will of the business symbolized by said mark, and the above-identified registrations, if any, along with all rights to sue and recover for past infringements.

The Commissioner of Patents and Trademarks is requested to record the transfer of ownership to said Assignee.

BOCA RESEARCH, INC.

By: Robert W Ferguson
Name: Robert W Ferguson
Title: Chairman & CEO

STATE OF FL)
) SS.
COUNTY OF Palm Beach

On this 28 day of July, 2000, before me appeared Robert Ferguson, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of Boca Research, Inc., with authority to do so.



Carol Ann Browne
Notary Public
My Commission Expires:

9940174 - 0170927

HWD2 614075v4



-2-

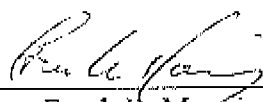
the actual owner was "ZOOM Telephonics, Inc." This Affidavit is submitted pursuant to TMEP 503.06(b) to correct the error.

In support of this request for correction, Registrant notes that it acquired this registration pursuant to an Asset Purchase Agreement dated July 28, 2000. Copies of pages from the Asset Purchase Agreement are attached as Exhibit A, and they correctly identify "ZOOM Telephonics, Inc." as the "Buyer." In accordance with such Agreement, a Bill of Sale and Conveyance dated July 28, 2000 was executed to evidence the transfer of the intellectual property rights, including the above-identified registration, to ZOOM Telephonics, Inc. A copy of the Bill of Sale is attached as Exhibit B, and it correctly identifies "ZOOM Telephonics, Inc." as the "Buyer." Finally, in order to be able to record the acquisition by ZOOM Telephonics, Inc. of the trademarks, a Trademark Assignment was prepared, and it was also dated July 28, 2000. A copy of the Trademark Assignment is attached as Exhibit C, and, due to a clerical error, it improperly identified the "Assignee" as "ZOOM Telephonics," without the "Inc." This error in the recorded Assignment is the error for which correction is requested.

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this document, declares that he is properly authorized to execute this document on behalf of the owner, and that all statements made of his own knowledge are true and that all statements made on information and belief are believed to be true.

ZOOM Telephonics, Inc.

Dated: May 10, 2006

By 

Frank B. Manning
President

(e:\1\desktop\01\MA\MIIDMA\TMSR05;IManage;620093;1