

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Concerto International Inc.		09/21/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Concerto Software Inc.		
Street Address:	2711 Centerville Road		
Internal Address:	Suite 400		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2257387	MAGELLAN	
Registration Number:	2709938	RIGHTFORCE	
CORRESPONDENCE DATA			
Fax Number:	(212)909-3078		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2129093078		
Email:	szablocki@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP, Att: Susan Zablocki		
Address Line 1:	153 East 53rd Street		
Address Line 4:	New York, NEW YORK 10022-4611		
ATTORNEY DOCKET NUMBER:	40743-7 SZ		
NAME OF SUBMITTER:	Susan Zablocki		
Signature:	//susan zablocki//		

CH \$65.00 2257387

Date:

06/16/2006

Total Attachments: 8

source=Assignment Concerto International to Concerto Software#page1.tif

source=Assignment Concerto International to Concerto Software#page2.tif

source=Assignment Concerto International to Concerto Software#page3.tif

source=Assignment Concerto International to Concerto Software#page4.tif

source=Assignment Concerto International to Concerto Software#page5.tif

source=Assignment Concerto International to Concerto Software#page6.tif

source=Assignment Concerto International to Concerto Software#page7.tif

source=Assignment Concerto International to Concerto Software#page8.tif

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

THIS INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT ("Assignment") is made effective as of the September 21, 2005 ("Effective Date"), by and between **Concerto International Inc.**, a company existing under the laws of the State of Delaware with its registered office at 2711 Centerville Road, Suite 400, Wilmington, Delaware ("Assignor") and **Concerto Software Inc.**, a company existing under the laws of the State of Delaware with its registered office at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, USA (the "Assignee").

WHEREAS, pursuant to an Intellectual Property Rights Assignment of even date herewith by and between Assignor and CIM Ltd., and an Intellectual Property Rights Assignment of even date herewith by and between Assignor and CS S.à r.l., Assignor is currently the owner of certain United States patents, United States copyrights including, without limitation, copyrights in software, trade secrets arising under the laws of the United States (including, without limitation, those trade secrets defined in the United States Uniform Trade Secrets Act, and under corresponding statutory and common law of the United States and any and all states, territories and possessions therein) including, without limitation, unpatented inventions and know-how, confidential information, and United States trademarks, service marks, trade names and similar marks, together with all goodwill associated therewith, and all other intellectual property rights arising under the laws of the United States, including with respect to all fifty (50) states, the District of Columbia, Puerto Rico and any other territory or possession or United States military base or installation of the United States of America, including, without limitation, the United States patents and patent applications identified and set forth on Schedule A, the United States trademark registrations identified and set forth on Schedule B, together with the goodwill of the business associated therewith, and the United States copyright registrations identified and set forth in Schedule C; and certain intellectual property related licenses identified and set forth in Schedule D (the "Assumed Licenses") (all of the foregoing collectively referred to as the "United States Intellectual Property Rights");

WHEREAS, Assignee wishes to acquire and the Assignor wishes to assign all of Assignor's right, title and interest in and to the United States Intellectual Property Rights;

WHEREAS, pursuant to a separate Assignment and Assumption Agreement, Assignee shall assign the Assumed Licenses to the Assignee and the Assignee shall agree to assume the Assumed Licenses from the Assignor.

WHEREAS, the parties hereto intend that the assignment of the United States Intellectual Property Rights herein shall qualify as part of an exchange of property for stock under Section 351 of the U.S. Internal Revenue Code of 1986, as amended. The parties shall prepare and file all tax returns in a manner consistent with such treatment, including filing the statements required by Treasury Regulation §1.351-3 with its federal income tax return filed for the taxable year which includes the date of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee Assignor's entire right, title and interest in and to the United States Intellectual Property Rights and all other corresponding rights which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the United States Intellectual Property Rights, with the right to

sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications covering any inventions assigned herein; (2) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the United States Intellectual Property Rights assigned herein, including, but not limited to, testifying as to any facts relating to the United States Intellectual Property Rights assigned herein and this Assignment; (3) in obtaining any additional intellectual property rights protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States; and (4) in the implementation or perfection of this Assignment.

If Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as the Assignor's agent and attorney in fact, which appointment is coupled with an interest, to act for and on the Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Assignor.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * * *

SCHEDULE A
UNITED STATES PATENTS AND PATENT APPLICATIONS

U.S. ISSUED PATENTS

TITLE	ORIGINATING TRANSACTION	ISSUED	PATENT NO.
REMOTE ACCESS, EMULATION, AND CONTROL OF OFFICE EQUIPMENT, DEVICES AND SERVICES	MELITA	3/19/02	6,359,892
RING SIGNAL DISCRIMINATOR	MELITA	1/19/88	4,720,853
TELEPHONE ANSWERING MACHINE WITH DIGITAL STORAGE OF ANNOUNCEMENTS AND MESSAGES	MELITA	11/01/88	4,782,510
CUSTOMER ACCOUNT ONLINE SERVICING SYSTEM	MELITA	1/10/89	4,797,911
METHOD AND APPARATUS FOR CUSTOMER ACCOUNT SERVICING	MELITA	1/16/90	4,894,857
METHOD AND APPARATUS FOR DYNAMIC AND INTERDEPENDENT PROCESSING OF INBOUND CALLS AND OUTBOUND CALLS	MELITA	5/25/93	5,214,688
METHOD AND APPARATUS FOR DYNAMIC AND INTERDEPENDENT PROCESSING OF INBOUND CALLS AND OUTBOUND CALLS	MELITA	11/30/99	RE36,416
AUTOMATED VOICE SYSTEM FOR IMPROVING AGENT EFFICIENCY AND IMPROVING SERVICE TO PARTIES ON HOLD	MELITA	4/23/96	5,511,112
NON OFFENSIVE TERMINATION OF CALL DETECTION OF AN ANSWERING MACHINE	MELITA	12/3/96	5,581,602
METHOD AND APPARATUS FOR NON-OFFENSIVE TERMINATION OF AN OUTBOUND CALL AND FOR DETECTION OF AN ANSWER OF AN OUTBOUND CALL BY AN ANSWERING MACHINE	MELITA	10/27/98	5,828,731
METHOD FOR AUTOMATICALLY OBTAINING AND PRESENTING DATA FROM MULTIPLE DATA SOURCES	MELITA	10/7/97	5,675,637
METHOD FOR CONSOLIDATION OF MULTIPLE DATA SOURCES	MELITA	3/26/02	6,362,838
CREATING AND USING AN ADAPTABLE MULTIPLE CONTACT TRANSACTION OBJECT	MELITA	11/6/01	6,314,089
AUTOMATED VOICE SYSTEM FOR IMPROVING AGENT EFFICIENCY AND IMPROVING SERVICE TO PARTIES ON HOLD	MELITA	5/3/94	5,309,505
METHOD AND APPARATUS FOR PROVIDING RESULT-ORIENTED CUSTOMER SERVICE	MELITA	1/14/97	5,594,791
METHOD AND APPARATUS FOR PROVIDING RESULT-ORIENTED CUSTOMER SERVICE	MELITA	10/5/99	5,963,635
METHOD AND SYSTEM FOR OPTIMIZATION OF TELEPHONE CONTRACT CAMPAIGNS	CENTERFORCE TECHNOLOGIES	05/15/97	5,621,790
METHOD AND SYSTEM FOR OPTIMIZATION OF TELEPHONE CONTRACT CAMPAIGNS	CENTERFORCE TECHNOLOGIES	07/25/95	5,436,965

TITLE	ORIGINATING TRANSACTION	ISSUED	PATENT NO.
METHOD AND SYSTEM FOR OPTIMIZATION OF TELEPHONE CONTRACT CAMPAIGNS	CENTERFORCE TECHNOLOGIES	03/30/99	5,889,799
BUSINESS TRANSACTIONS ON THE INTERNET	MELITA	3/15/05	6,868,395
METHOD FOR AVOIDING CALL BLOCKING	MELITA	12/3/91	5,070,525
TRANSMISSION OF VOICE OVER AN ASYNCHRONOUS NETWORK	MELITA	9/12/00	6,118,763
METHOD FOR CONSOLIDATION OF MULTIPLE DATA SOURCES	MELITA	8/2/05	6,925,607
TELEPHONE LOOP CURRENT MODULATOR	MELITA	5/3/88	4,742,539
CURRENT SOURCE AND OFF-HOOK DETECTOR	MELITA	5/3/88	4,742,538
CONTACT CENTER DYNAMIC RECORD DELIVERY	POSITIVE SOFTWARE SYSTEMS	5/18/03	6,941,320

U.S. PATENT APPLICATIONS

TITLE	ORIGINATING TRANSACTION	FILING DATE	APPLICATION NO.
DYNAMIC & INTERDEPENDENT PROCESSING OF INBOUND CALLS AND OUTBOUND CALLS	MELITA	11/10/99	09/437,414
REMOTE ACCESS, EMULATION, AND CONTROL OF OFFICE EQUIPMENT	MELITA	1/29/02	10/059,872
DYNAMIC HELP OPTION FOR INTERNET CUSTOMERS	MELITA	06/20/01	09/885,717
T1 CIRCUIT ADAPTER	MELITA	12/19/01	10/025,952
COLLABORATION BETWEEN TWO COMPUTING DEVICES	MELITA	3/27/02	10/107,632
INSTANT ACCESS TO REMOVE RESOURCES AND SERVICES	MELITA	1/14/03	10/342,158
METHOD AND APPARATUS FOR PROVIDING RESULT ORIENTED CUSTOMER SERVICE	MELITA	6/3/03	10/453,852
TRAINING, CERTIFYING, ASSIGNING AND COLLABORATING AGENTS AMONG MULTIPLE USERS	MELITA	5/30/03	10/449,872

SCHEDULE B
UNITED STATES REGISTERED TRADEMARKS

TRADEMARK	ORIGINATING TRANSACTION	REG. NO.	REG. DATE
MAGELLAN	MELITA	2,257,387	6/29/99
RIGHTFORCE	CENTERFORCE TECHNOLOGIES	2,709,938	4/23/03

SCHEDULE C
UNITED STATES COPYRIGHT REGISTRATIONS

TITLE	ORIGINATING TRANSACTION	REG. NO.	REG. DATE
TELETREND CLIENT MODULE*	POSITIVE SOFTWARE SYSTEMS	TXU 1-078-304	1/31/03
TELETREND CLIENT MODULE*	POSITIVE SOFTWARE SYSTEMS	TX 5-839-086	11/25/03
TELETREND ADMINISTRATOR MODULE*	POSITIVE SOFTWARE SYSTEMS	TXU 1-096-278	1/31/03
TELETREND ADMINISTRATOR MODULE*	POSITIVE SOFTWARE SYSTEMS	TX 5-839-085	11/25/03
LOANFORCE CLIENT MODULE	POSITIVE SOFTWARE SYSTEMS	TXU 1-078-306	1/31/03
LOANFORCE CLIENT MODULE*	POSITIVE SOFTWARE SYSTEMS	TXU 1-068-164	1/28/03 (same as above)
LOANFORCE CLIENT MODULE*	POSITIVE SOFTWARE SYSTEMS	TX 5-839-092	11/25/03
LOANFORCE ADMINISTRATOR MODULE*	POSITIVE SOFTWARE SYSTEMS	TXU 1-093-898	1/31/03
LOANFORCE ADMINISTRATOR MODULE*	POSITIVE SOFTWARE SYSTEMS	TX 5-839-090	11/25/03
LOANFORCE STRUCTURED QUERY LANGUAGE (SQL) CODE*	POSITIVE SOFTWARE SYSTEMS	TXU 1-093-530	1/31/03
LOANFORCE STRUCTURED QUERY LANGUAGE (SQL) CODE*	POSITIVE SOFTWARE SYSTEMS	TXU 1-068-165	1/28/03 (same as above)
LOANFORCE STRUCTURED QUERY LANGUAGE (SQL) CODE*	POSITIVE SOFTWARE SYSTEMS	TX 5-806-957	1/31/03
LOANFORCE STRUCTURED QUERY LANGUAGE (SQL) CODE*	POSITIVE SOFTWARE SYSTEMS	TX 5-839-091	11/25/03 (same as above)
LOANFORCE GRAPHICAL USER INTERFACE (GUI) SCREEN DISPLAYS*	POSITIVE SOFTWARE SYSTEMS	TX 5-645-004	1/28/03
LOANFORCE GRAPHICAL USER INTERFACE (GUI) SCREEN DISPLAYS*	POSITIVE SOFTWARE SYSTEMS	TX 5-835-101	11/25/03
LOANFORCE PLUS CLIENT MODULE*	POSITIVE SOFTWARE SYSTEMS	TXU 1-113-987	1/31/03
LOANFORCE PLUS CLIENT MODULE*	POSITIVE SOFTWARE SYSTEMS	TX 5-839-088	11/25/03
LOANFORCE PLUS ADMINISTRATOR MODULE*	POSITIVE SOFTWARE SYSTEMS	TXU 1-094-438	1/31/03
LOANFORCE PLUS ADMINISTRATOR MODULE*	POSITIVE SOFTWARE SYSTEMS	TX 5-839-087	11/25/03
DATAFUSION*	POSITIVE SOFTWARE SYSTEMS	TXU 1-078-305	1/31/03
DATAFUSION*	POSITIVE SOFTWARE SYSTEMS	TX 5-839-089	11/25/03
CENTERFORCE ANALYZER	CENTERFORCE TECHNOLOGIES	TX 5-143-878	02/18/00
CENTERFORCE OPTIMIZER	CENTERFORCE TECHNOLOGIES	TXU 714-705	6/29/99
CONVERSATIONS 4.2	MELITA	TX-5-983-383	7/21/04
CONVERSATIONS 5.1	MELITA	TX-6-008-436	7/21/04
CONVERSATIONS 5.0	MELITA	TX-6-008-430	7/21/04
CONVERSATIONS 6.0	MELITA	TX-6-078-898	1/05/05

* Exclusively licensed to CIM, Ltd. pursuant to the Copyright License Agreement by and between Positive Software Solutions, Inc. and CIM, Ltd. dated 07/26/04. Copyright License Agreement shall be assigned by Assignor to Assignee pursuant to the Assignment and Assumption Agreement of even date herewith.