

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
Aspect Software, Inc.		07/11/2006	CORPORATION: DELAWARE
Aspect Communications Corporation		07/11/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as Second Lien Administrative Agent
Street Address:	90 Hudson Street
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	Bank:

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2440761	LYRICALL
Registration Number:	2473189	COMPOSE IT
Registration Number:	2884716	CONCERTO SOFTWARE
Registration Number:	2976846	CONCERTO SOFTWARE
Registration Number:	1752316	DAVOX
Registration Number:	2257387	MAGELLAN
Registration Number:	2709938	RIGHTFORCE
Registration Number:	1427236	GALAXY
Registration Number:	2129193	SPECTRUM
Registration Number:	2865471	FIRSTPOINT
Registration Number:	1490039	ASPECT TELECASTER
Registration Number:	1502883	ASPECT CALLCENTER
Registration Number:	1856644	ASPECT

CH \$565.00 2440761

Registration Number:	1444998	ASPECT
Registration Number:	1855601	ASPECT
Registration Number:	1472937	ASPECT TELESET
Registration Number:	2810470	ASPECT
Registration Number:	2814944	ASPECT
Registration Number:	2366568	ASPECT WINSET
Registration Number:	1428182	VOICETEK
Serial Number:	78603846	TRANSFORMING THE WAY COMPANIES INTERACT WITH THEIR CUSTOMERS
Registration Number:	1942025	UNISON

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: CBC Companies dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	365131
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	08/14/2006

Total Attachments: 8
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**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):

Aspect Software, Inc. DE
Aspect Communications Corporation CA

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

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

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 7/11/06

2. Name and address of receiving party(ies)

Name: Deutsche Bank Trust Company Americas, as Second Lien Administrative Agent
Internal Address: _____
Address: _____

Street Address: 90 Hudson Street
City: Jersey City State: NJ Zip: 07302

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

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

PLEASE SEE ATTACHED

B. Trademark Registration No.(s)

PLEASE SEE ATTACHED

Additional number(s) attached Yes No

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

Name: Oleh Hereliuk

Internal Address: Federal Research Corporation

Street Address: 1023 15th Street, NW
Suite 401

City Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

22

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)

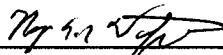
DO NOT USE THIS SPACE

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.

Maya Wolfson

Name of Person Signing


Signature

8/9/06

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

TRADEMARK SECURITY AGREEMENT, dated as of July 11, 2006, among ASPECT SOFTWARE INTERMEDIATE HOLDINGS LLC (“Parent”), ASPECT SOFTWARE, INC. (the “Borrower”), the subsidiaries of Parent listed on Schedule I hereto and DEUTSCHE BANK TRUST COMPANY AMERICAS, as Administrative Agent (the “Administrative Agent”).

Reference is made to the Guarantee and Collateral Agreement dated as of July 11, 2006 (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 Second-Lien Credit Agreement dated as of July 11, 2006 (as amended, supplemented or otherwise modified from time to time (the “Credit Agreement”)), among Parent, Aspect International LLC, a Delaware corporation (“Holdings”), the Borrower, the Lenders party thereto, Deutsche Bank Trust Company Americas, as Administrative Agent, JPMorgan Chase Bank, N.A. and Deutsche Bank Trust Company Americas, as Syndication Agents, and Bear Stearns Corporate Lending Inc., 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 Pages Follow]

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

ASPECT SOFTWARE INTERMEDIATE HOLDINGS, LLC,

by Michael J. Provenzano III
Name: Michael J. Provenzano III
Title: President

ASPECT SOFTWARE, INC.,

by Michael J. Provenzano III
Name: Michael J. Provenzano III
Title: Executive Vice President and Chief Financial Officer

ASPECT COMMUNICATIONS CORPORATION,

by Michael J. Provenzano III
Name: Michael J. Provenzano III
Title: President

FIRSTPOINT CONTACT TECHNOLOGIES, LLC,

by Michael J. Provenzano III
Name: Michael J. Provenzano III
Title: President

[[2614126]]

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Administrative Agent,

by

Paul O'Leary
Name: Paul O'Leary
Title: Vice President

Evelyn Thierry
Name: Evelyn Thierry
Title: Vice President

[[2614126]]

SUBSIDIARY PARTIES

FirstPoint Contact Technologies, LLC (Delaware)
Aspect Communications Corporation (California)




ASPECT SOFTWARE, INC.U.S. REGISTERED TRADEMARKS

TRADEMARK	ORIGINATING TRANSACTION	REG. NO.	REG. DATE
UNISON	CONCERTO SOFTWARE	1,945,025	12/19/95
LYRICALL	CONCERTO SOFTWARE	2,440,761	4/3/01
COMPOSE IT	CONCERTO SOFTWARE	2,473,189	7/31/01
CONCERTO SOFTWARE	CONCERTO SOFTWARE	2,884,716	9/14/04
CONCERTO SOFTWARE & DESIGN	CONCERTO SOFTWARE	2,976,846	7/26/05
DAVOX	CONCERTO SOFTWARE	1,752,316	2/16/93
MAGELLAN	MELITA	2,257,387	6/29/99
RIGHTFORCE	CENTERFORCE TECHNOLOGIES	2,709,938	4/23/03
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
TRANSFORMING THE WAY COMPANIES INTERACT WITH THEIR CUSTOMERS	CONCERTO SOFTWARE	78/603,846	4/7/05

ASPECT COMMUNICATIONS CORPORATIONU.S. REGISTERED TRADEMARKS

TRADEMARK	ORIGINATING TRANSACTION	REG. NO.	REG. DATE
ASPECT TELECASTER	ASPECT COMMUNICATIONS	1490039	5/31/88
ASPECT CALLCENTER	ASPECT COMMUNICATIONS	1502883	9/6/88
ASPECT  ASPECT	ASPECT COMMUNICATIONS	1856644	10/4/94
ASPECT  ASPECT	ASPECT COMMUNICATIONS	1444998	6/30/87
ASPECT	ASPECT COMMUNICATIONS	1855601	9/27/94
ASPECT TELESET	ASPECT COMMUNICATIONS	1472937	1/19/88
ASPECT  ASPECT	ASPECT COMMUNICATIONS	2810470	2/3/04
ASPECT	ASPECT COMMUNICATIONS	2814944	2/17/04
ASPECT WINSET	ASPECT COMMUNICATIONS	2366568	7/11/00
VOICETEK ¹	ASPECT COMMUNICATIONS	1428182	2/10/87

¹ Currently in the name of Voicetek Corporation.