

**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>
Active Voice LLC		10/01/2004	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kinesis Corporation		
<b>Street Address:</b>	22121 17th Avenue Southeast		
<b>Internal Address:</b>	Suite 112		
<b>City:</b>	Bothell		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98021-7404		
<b>Entity Type:</b>	CORPORATION: WASHINGTON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3096279	KINESIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(206)682-6031		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	206-622-4900		
<b>Email:</b>	kevinc.docketing@seedip.com		
<b>Correspondent Name:</b>	Kevin S. Costanza		
<b>Address Line 1:</b>	701 Fifth Avenue		
<b>Address Line 2:</b>	Suite 6300		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98104-7092		
<b>ATTORNEY DOCKET NUMBER:</b>	440037.801		
<b>NAME OF SUBMITTER:</b>	Kevin S. Costanza		
<b>Signature:</b>	/Kevin S. Costanza/		

CH \$40.00 3096279

Date:

09/06/2006

**Total Attachments: 5**

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EXHIBIT 2

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT AGREEMENT (this "Assignment Agreement") is entered into as the date written below, by and between Active Voice LLC, a Delaware limited liability company ("Assignor") and Kinesis Corporation, a Washington corporation ("Assignee").

RECITALS

Assignor is the owner of a U.S. trademark application for KINESIS filed with the United States Patent and Trademark Office under Serial No. 78/151,548, attached as EXHIBIT A to this Agreement (the "U.S. Application");

Assignors and Assignee entered into that certain License Agreement dated October 1, 2004, (the "License Agreement"), in which Assignor agreed to transfer all of their rights to the U.S. Application to Assignee.

AGREEMENT

The parties agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including all goodwill and all other rights), in and to the U.S. Application.

2. **Consideration.** The parties acknowledge that this assignment is given for valuable consideration under the terms of the License Agreement.

3. **Representations and Warranties.** Assignor represents and warrants to Assignee:

- (a) Assignors has the right, power and authority to enter into this Assignment Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest in the U.S. Application;
- (c) The U.S. Application is free of any liens, security interests, encumbrances or licenses;
- (d) To the best of Assignor's knowledge, the U.S. Application does not infringe the rights of any person or entity,
- (e) There are no claims, pending or threatened, with respect to Assignors' rights in the U.S. Application, apart from Kinesis's claims as identified in the License Agreement;

- (f) This Assignment Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment Agreement.

**4. Entire Agreement.** This Assignment Agreement, the License Agreement and the exhibits hereto and thereto contain the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

**5. Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Assignment Agreement. Assignor agrees to assist the Assignee as necessary in processing the U.S. Application.

**6. Governing Law.** This Assignment Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Washington.

Date: October 1<sup>st</sup>, 2004

**“ASSIGNEE”:**

**KINESIS CORPORATION**  
a Washington corporation

By: WRH  
Its: President & CEO

**“ASSIGNOR”:**

**ACTIVE VOICE, LLC**  
a Delaware limited liability company

[Signature]  
By: Victor Faria  
Its: President and CEO

State of Washington )  
 ) ss.  
County of King )

On this date before me, a Notary Public, personally appeared Victor Foia, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Dated this 1st day of October, 2004.

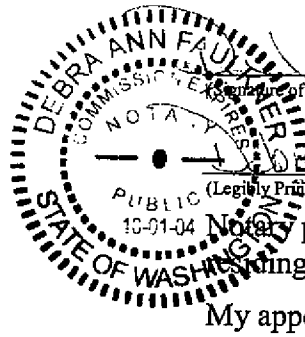
  
\_\_\_\_\_  
(Signature of Notary)  
\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary public in and for the State of Washington,  
Residing at Belleme, WA  
My appointment expires 10-1-04

EXHIBIT A

**Record 1**  
**Mark** KINESIS

**Status** Published & Opposed  
**Status Date** Jul 28, 2004  
**Register** Principal

**Ser./App. No.** 78-151548

**Int'l Class** 9 - Electrical and Scientific Apparatus  
**Goods/Services** COMPUTER PROGRAMS, NAMELY, TELEPHONE AND E-MAIL  
SOFTWARE FOR MANAGING AND INTEGRATING TELEPHONE CALLS,  
VOICE MESSAGING, PAGING, ELECTRONIC MAIL, AUTOMATED ATTENDANT, AND  
FACSIMILE FUNCTIONS IN A COMMUNICATIONS NETWORK  
**U.S. Class** 21, 23, 26, 36, 38

**Filing Date** Aug 6, 2002  
**Filed I-T-U** Yes  
**Published (Last)** Jan 20, 2004

**TTAB Proceeding** Opposition 161494  
**Plaintiff** KINESIS CORPORATION  
**Mark** KINESIS  
**Serial No.** 78-061654 **Registration No.** 2734695  
**Correspondent** KEVIN S. COSTANZA, SEED INTELLECTUAL PROPERTY LAW  
GROUP PLL, 701 FIFTH AVENUE, SUITE 6300, SEATTLE, WA,  
98104-7092  
**Filed** Jul 19, 2004  
**Status** Pending Jul 28, 2004

**TTAB Proceeding** Opposition 161494  
**Filed** Feb 23, 2004

**TTAB Proceeding** Ex parte Appeal  
**Status** Terminated Aug 18, 2004

**Correspondent** MARLENE J. WILLIAMS  
THELEN REID & PRIEST LLP  
P.O. BOX 190187  
SAN FRANCISCO, CA 94119-0187

**Applicant** ACTIVE VOICE, LLC (DE LIMITED LIABILITY COMPANY)  
2901 3RD AVENUE, SUITE 500  
SEATTLE, WA 98121

**Action History** Jul 28, 2004 OPPOSITION INSTITUTED NO. 999999  
Feb 25, 2004 EXTENSION OF TIME TO OPPOSE RECEIVED AT TTAB  
Jan 20, 2004 PUBLISHED FOR OPPOSITION  
Dec 31, 2003 NOTICE OF PUBLICATION  
Nov 12, 2003 APPROVED FOR PUB - PRINCIPAL REGISTER  
Nov 12, 2003 EXAMINERS AMENDMENT E-MAILED  
Aug 7, 2003 NON-FINAL ACTION E-MAILED  
May 27, 2003 CORRESPONDENCE RECEIVED IN LAW OFFICE  
May 27, 2003 PAPER RECEIVED  
Jan 12, 2003 LETTER OF SUSPENSION E-MAILED  
Jan 10, 2003 ASSIGNED TO EXAMINER