

09-08-2006

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



ET

2006 SEP -6 PM 3: 24

103304101

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):

CALABRIO INC.

- Individual(s)
- General Partnership
- Corporation- State: Quebec, Canada
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) Canadian

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Spanlink Communications Canada inc.

Internal Address: Suite 1250

Street Address: 1111 St-Charles West

City: Longueuil

State: Quebec J4K 5G4

Country: Canada Zip: \_\_\_\_\_

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- 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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 17, 2006

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

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

A. Trademark Application No.(s)

76/654,051

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

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

CALABRIO

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

Name: Spanlink Communications Canada inc.

Internal Address: Suite 1250

Street Address: 1111 St-Charles West

City: Longueuil

State: Quebec Zip: J4K 5G4

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

6. Total number of applications and registrations involved:

40,00

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 4579  
Expiration Date 10/07

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

40.00 DP  
00000107 76654051

9. Signature:

Signature

August 30, 2006

Date

Luc Richard

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

09/07/2006 13:46:11  
01 FT-1594

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "**Assignment**") is made and entered into as of August 17, 2006 (the "**Effective Date**") by and between **Calabrio Inc.**, a company incorporated under the laws of the Province of Quebec (the "**Assignor**") the full post office address of whose principal office is 1111 St-Charles West, Suite 1250, Longueuil, Quebec, J4K 5G4, and **Spanlink Communications Canada Inc.**, a company incorporated under the laws of Canada (the "**Assignee**") the full postal office address of whose principal office is 1111 St-Charles West, Suite 1250, Longueuil, Quebec, J4K 5G4.

**WHEREAS** the Assignor and the Assignee are parties to an Agreement dated on the date hereof (the "**Agreement**"), providing, on the terms and conditions set forth in the Agreement, for the sale of the Assets of the Business (as defined in the Agreement).

**WHEREAS** pursuant to the Agreement, the Assignor wishes to assign to the Assignee all right, title and interest in and to its trademarks and the registrations and applications thereof, including the trademark applications set out in Exhibit A in each case together with the goodwill of the Business associated therewith (collectively, the "**Marks**");

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Assignor hereby sells, assigns, transfers, conveys and sets over to Assignee and its successors, assigns and nominees absolutely and forever, the entire right, title and interest in and to all of the Marks together with the goodwill of the Business associated therewith.
2. The Assignor hereby authorizes Assignee to request the relevant Trademark Offices to record the Assignee as the assignee and owner of the Marks.
3. This Assignment is effective as of the Effective Date. The Assignor shall, without further consideration, comply with any reasonable request by Assignee to execute and deliver promptly any additional documents as may be necessary in order to give effect to the assignment of rights reflected herein.
4. Subject to any applicable legislation, the parties agree that the assignment of each Mark on Exhibit A shall be construed as separable and divisible from the assignment of every other Mark. The unenforceability or invalidity of this Assignment with respect to any one Mark shall not limit its enforceability or validity, in whole or in part, with respect to any other Mark.
5. This Assignment, together with the Agreement, represents the entire agreement between the parties with respect to the ownership and assignment of the Marks, and supercedes any and all prior agreements, understandings and communications between the parties, whether oral or written, with respect thereto.
6. The Assignee appoints Davies Ward Phillips & Vineberg LLP, whose full postal address in Canada is 1501 McGill College Avenue, 26th Floor, Montreal, Quebec

H3A 3N9, as the firm to whom notice in respect of the Marks may be given or served with the same effect as if they had been given or served upon it.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first above stated.

**CALABRIO INC.**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Rene Colbel*

**SPANLINK COMMUNICATIONS CANADA INC.**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Randy J Schimat*  
*Randall Schimat*

## **Exhibit A**

1. Canadian trademark application no. 1278365 for the trademark "Calabrio".
2. Canadian trademark registration no. TMA539055 for the trademark "Calabrio! Dessin".
3. U.S. trademark application no. 76/654,051.