

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.,	FORMERLY Fleet National Bank	09/25/2006	Bank: DELAWARE
RECEIVING PARTY DATA			
Name:	Teloquent Communications Corporation		
Street Address:	Four Federal Street		
City:	Billerica		
State/Country:	MASSACHUSETTS		
Postal Code:	01821		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1989359	TELOQUENT	
CORRESPONDENCE DATA			
Fax Number:	(617)345-1300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-345-1341		
Email:	matm@nixonpeabody.com		
Correspondent Name:	Michelle A. Massicotte, Esq.		
Address Line 1:	100 Summer Street		
Address Line 2:	Nixon Peabody LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	044417/2		
NAME OF SUBMITTER:	Michelle A. Massicotte		
Signature:	/Michelle A. Massicotte/		
Date:	09/27/2006		

CH \$40.00 1989359

Total Attachments: 5

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RELEASE AND TERMINATION AGREEMENT

This RELEASE AND TERMINATION AGREEMENT (the "**Agreement**") is made as of September 25, 2006 by BANK OF AMERICA, N.A., as successor by merger to Fleet National Bank (the "**Lender**") in favor of TELOQUENT COMMUNICATIONS CORPORATION, a Delaware corporation (the "**Borrower**").

Preliminary Statements:

WHEREAS, pursuant to the term and conditions of that certain Security Agreement, dated as of September 24, 1998 (as the same may have been amended, restated, supplemented or modified, from time to time, the "**Security Agreement**"), the Borrower granted to the Lender a security interest in, among other things, all of the rights, title and interests of the Borrower in and to (a) the trademarks and service marks described and listed in **Schedule A** attached hereto and (b) the patents described and listed in **Schedule B** attached hereto (collectively, the "**Collateral**") in order to secure all indebtedness, obligations and liabilities of the Borrower to the Lender, whether now existing or hereafter arising (collectively, the "**Secured Obligations**"); and

WHEREAS, in consideration of the full payment by the Borrower of the Secured Obligations, the Lender now wishes to release, terminate and discharge its security interest and lien on the Collateral;

NOW, THEREFORE, in consideration of the full payment of the Secured Obligations, and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby releases, terminates and discharges any and all of its security interests and liens on the Collateral.

IN WITNESS WHEREOF, the Lender has executed this Agreement as an instrument under its seal as of the date first written above.

BANK OF AMERICA, N.A.,
as successor by merger to Fleet National Bank

By: Debra E. DelVecchio
Name: Debra E. DelVecchio
Title: Managing Director
Its duly authorized officer

**THE FOREGOING RELEASE IS HEREBY
ACCEPTED BY THE UNDERSIGNED:**

TELOQUENT COMMUNICATIONS CORPORATION

By: _____
Name:
Title:
Its duly authorized officer.

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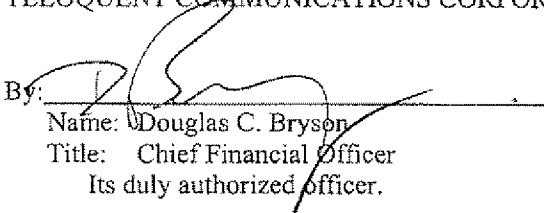
IN WITNESS WHEREOF, the Lender has executed this Agreement as an instrument under its seal as of the date first written above.

BANK OF AMERICA, N.A.,
as successor by merger to Fleet National Bank

By: _____
Name:
Title:
Its duly authorized officer

**THE FOREGOING RELEASE IS HEREBY
ACCEPTED BY THE UNDERSIGNED:**

TELOQUENT COMMUNICATIONS CORPORATION

By: 
Name: Douglas C. Bryson
Title: Chief Financial Officer
Its duly authorized officer.

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 26th day of September, 2006, before me, the undersigned notary public, personally appeared DONITA E. Dellecchio, as Marketing Director of Bank of America, N.A., proved to me through satisfactory evidence of identification which was his/her driver's license, to be the person whose name is on the foregoing Release and Termination Agreement, and acknowledged to me that he/she signed it voluntarily, for and on behalf of Bank of America, N.A. for its stated purpose.

Wm J. [Signature]
Notary Public
My commission expires:
[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this _____ day of September, 2006, before me, the undersigned notary public, personally appeared _____, as _____ of Teloquent Communications Corporation, proved to me through satisfactory evidence of identification which was his/her driver's license, to be the person whose name is on the foregoing Release and Termination Agreement, and acknowledged to me that he/she signed it voluntarily, for and on behalf of Teloquent Communications Corporation, for its stated purpose.

Notary Public
My commission expires:
[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

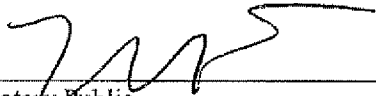
On this _____ day of September, 2006, before me, the undersigned notary public, personally appeared _____, as _____ of Bank of America, N.A., proved to me through satisfactory evidence of identification which was his/her driver's license, to be the person whose name is on the foregoing Release and Termination Agreement, and acknowledged to me that he/she signed it voluntarily, for and on behalf of Bank of America, N.A. for its stated purpose.

Notary Public
My commission expires:
[AFFIX NOTARIAL SEAL]

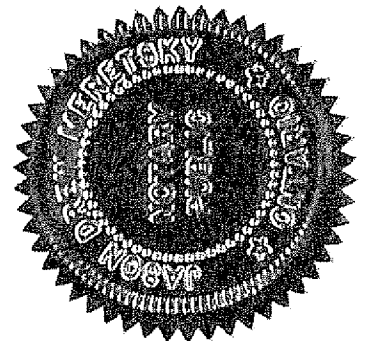
COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 25th day of September, 2006, before me, the undersigned notary public, personally appeared DOUGLAS C. BRYSON, as CHIEF FINANCIAL OFFICER of Teloquent Communications Corporation, proved to me through satisfactory evidence of identification which was his/her driver's license, to be the person whose name is on the foregoing Release and Termination Agreement, and acknowledged to me that he/she signed it voluntarily, for and on behalf of Teloquent Communications Corporation, for its stated purpose.



Notary Public
My commission expires: N/A - does not expire
[AFFIX NOTARIAL SEAL]



SCHEDULE A

No.	Trademark/Service Mark	Country	Registration No.	Registration Date
1.	TELOQUENT	United States	1,989,359	07/23/1996

SCHEDULE B

No.	Patent	Country	Patent No.	Registration Date
1.	Extended access for automatic call distributing system	United States	6,366,575	04/02/2002
2.	Call processing control system	United States	5,333,133	07/26/1994
3.	Telephone call handling system	United States	5,299,260	03/29/1994
4.	Externally controlled call processing system	United States	5,291,492	03/01/1994
5.	Methods of automatically rerouting an incoming telephone call placed over a network	United States	5,274,700	12/28/1993
6.	Switchless automatic call distribution system used with a combination of networks	United States	5,271,058	12/14/1993
7.	Switchless automatic call distribution system	United States	5,168,515	12/01/1992
8.	Switchless automatic call distribution system	United States	5,036,535	07/30/1991