

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	10/18/2006		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vodavi Technology, Inc.		10/18/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Vertical Communications, Inc.		
Street Address:	One Memorial Drive		
City:	Cambridge		
State/Country:	MASSACHUSETTS		
Postal Code:	02142		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2812485	CHALK TALK	
Registration Number:	2748267	DISCOVERY VOIP	
Registration Number:	2738315	EXPRESS VOIP	
Registration Number:	2892110	INFINITE	
Registration Number:	2884614	MINIVOICE	
Registration Number:	2286294	ONELOOK	
Registration Number:	1406614	STARPLUS	
Registration Number:	2424605	STARPLUS TRIAD	
Registration Number:	2792299	T TELENium	
Registration Number:	2014951	VODAVI	
Registration Number:	2856352	XTS	
CORRESPONDENCE DATA			

OP \$290.00 2812485

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ATTORNEY DOCKET NUMBER:

V75680.109585

NAME OF SUBMITTER:

Ken Clinebell

Signature:

/s Ken Clinebell/

Date:

06/12/2007

Total Attachments: 6

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AGREEMENT AND PLAN OF MERGER

dated as of

October 18, 2006

among

VERTICAL COMMUNICATIONS, INC.,

VODAVI TECHNOLOGY, INC.,

and

VERTICAL ACQUISITION SUB INC.

"Intellectual Property" means all trademarks, trade names, service marks, domain names, patents, copyrights, trade secrets, and all applications and registrations of such worldwide; and technology (including but not limited to computer software programs, applications, algorithms, models, databases or documentation), inventions, know-how and tangible or intangible proprietary information or materials.

ARTICLE II

THE MERGER

Section 2.01 *The Merger.* Subject to the terms and conditions of this Agreement, at the Effective Time, Vodavi and Vertical Acquisition Sub shall, in accordance with Section 251 of the DGCL, consummate a merger (the "Merger") in which Vertical Acquisition Sub shall be merged with and into Vodavi, with Vodavi being the surviving corporation, and the separate corporate existence of Vertical Acquisition Sub shall thereupon cease. The corporation surviving the Merger shall be governed by the laws of the state of Delaware and is sometimes hereinafter referred to as the "Surviving Corporation." In accordance with Section 251 of the DGCL, all of the rights, privileges, powers, immunities, purposes and franchises of Vertical Acquisition Sub and Vodavi shall vest in the Surviving Corporation and all of the debts, liabilities, obligations and duties of Vertical Acquisition Sub and Vodavi shall become the debts, liabilities, obligations and duties of the Surviving Corporation.

Section 2.02 *Effective Time*

As soon as practicable

Section 2.05 *Certificate of Incorporation*

ARTICLE III

CONVERSION OF SECURITIES

Section 3.01 *Vodavi*. At the Effective Time, by virtue of the Merger and without any action on the part of Vodavi, Vertical Acquisition Sub or any holder of any shares of Vodavi Stock:

(a) All shares of Vodavi Stock that are held by Vodavi as treasury stock or that are owned by Vodavi or any Subsidiary of Vodavi immediately prior to the Effective Time shall cease to be outstanding and shall be cancelled and retired and shall cease to exist and no consideration shall be delivered in exchange therefor.

(b) Subject to Sections 3.01(a), 3.02 and 3.03, each share of Vodavi Stock issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive from Vertical an amount equal to Seven Dollars and Fifty Cents (\$7.50) in cash without interest (the "Cash Price").

(c) Each share of Vertical Acquisition Sub common stock issued and outstanding immediately prior to the Effective Time shall be converted into one share of common stock of the Surviving Corporation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

VERTICAL COMMUNICATIONS, INC.

By: William Y. Tauscher

Name: William Y. Tauscher

Title: Chief Executive Officer and Chairman
of the Board

VODAVI TECHNOLOGY, INC.

By: _____

Name: Gregory K. Roeper

Title: President and Chief Executive Officer

VERTICAL ACQUISITION SUB INC.

By: Ken. Chubbett

Name: Ken. Chubbett


Title: CEO

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

VERTICAL COMMUNICATIONS, INC.

By: _____
Name: William Y. Tauscher
Title: Chief Executive Officer and Chairman
of the Board

VODAVI TECHNOLOGY, INC.

By:  _____
Name: Gregory K. Roeper
Title: President and Chief Executive Officer

VERTICAL ACQUISITION SUB INC.

By: _____
Name:
Title: