

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
XTEND Communications Corp.		11/19/2007	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Amcon Software, Inc.
Street Address:	5555 West 78th Street
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55439
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2636735	STARCHIVE
Registration Number:	2614137	XTEND
Registration Number:	2630138	XTEND
Registration Number:	2610875	WEBXCHANGE
Registration Number:	2577619	VOICE WITH A SMILE
Serial Number:	75685557	TELEPHONY SOLUTIONS DESIGNED FOR PEOPLE
Serial Number:	73486546	XTEND

CORRESPONDENCE DATA

Fax Number: (612)340-8856
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (612) 343-7990
 Email: ip.docket@dorsey.com
 Correspondent Name: Devan V. Padmanabhan
 Address Line 1: Suite 1500
 Address Line 2: 50 South Sixth Street

CH \$190.00 2636735

Address Line 4: Minneapolis, MINNESOTA 55402-1498

NAME OF SUBMITTER: Devan V. Padmanabhan

Signature: /Devan V. Padmanabhan/

Date: 12/04/2007

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

This Assignment of Trademarks and Domain Names (this "*Assignment*"), dated as of November 19, 2007, is made by XTEND Communications Corp., a New York corporation with its principal place of business at 171 Madison Avenue, New York, NY 10016 ("*Seller*"), to Amcom Software, Inc., a Delaware corporation with its principal place of business at 5555 West 78th Street, Minneapolis, MN 55439 ("*Buyer*").

WHEREAS, pursuant to the Asset Purchase Agreement, made as of November 14, 2007, by and among Buyer, Seller, and William I. Schwartz (the "*Asset Purchase Agreement*"), Buyer has agreed to buy from Seller, and Seller has agreed to sell to Buyer, substantially all of Seller's assets;

WHEREAS, Seller desires to assign to Buyer, and Buyer desires to accept the assignment from Seller of, all of Seller's worldwide right, title and interest in, to, and under all of Seller's registered and unregistered domestic and foreign servicemarks, trademarks, servicemark and trademark applications and trade names including, without limitation, the servicemarks, trademarks, and trade names listed on Schedule A attached hereto (all of the foregoing, the "*Marks*");

WHEREAS, Seller desires to assign to Buyer, and Buyer desires to accept the assignment from Seller of, all of Seller's right, title and interest in, to and under all of Seller's internet domain names, excluding the domain name certifiedcall.net, but including, without limitation, the domain names listed on Schedule B attached hereto (all of the foregoing, the "*Domain Names*"); and

WHEREAS, (a) this is the Assignment of Trademarks and Domain Names referred to in Section 2.8(b)(i)(H) of the Asset Purchase Agreement, and (b) capitalized terms used in this Assignment (including these recitals) but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement.

1. Assignment of Marks. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, effective as of 9:00 a.m. Eastern Standard Time on the Closing Date (the "*Effective Time*"), and subject to Section 2.10 of the Asset Purchase Agreement, Seller hereby transfers, assigns, and conveys to Buyer, and Buyer hereby accepts the transfer, assignment, and conveyance from Seller of, all of Seller's worldwide right, title and interest in, to, and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Buyer, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Seller had this Assignment not been made.

2. Assignment of Domain Names. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, effective as of the Effective Time, and subject to Section 2.10 of the Asset Purchase Agreement, Seller hereby transfers, assigns, and conveys to

Buyer, and Buyer hereby accepts the transfer, assignment, and conveyance from Seller, of all of Seller's right, title and interest in, to, and under the Domain Names, including the domain name registration for the Domain Names, together with any trademark rights and goodwill associated therewith, all common law rights related thereto, all rights of renewal and extension, and the right to recover for claims for damages and profits for past infringements thereof.

3. Further Assurances. Seller agrees (a) to warrant and defend the transfer, assignment, and conveyance of the Marks and Domain Names hereby made against all Persons, (b) to take all steps reasonably necessary to establish the record of Buyer's title to the Marks and Domain Names including, without limitation, (i) taking any such steps required by the registrar of each Domain Name, (ii) providing Buyer with any necessary user names and passwords so that Buyer can access the accounts of each Domain name, (iii) promptly approving any request or inquiry from any such registrar concerning the transfer of the Domain Names to Buyer, and (iv) directing any such registrar to release and unlock the Domain Names and, upon notice from any such registrar that any such Domain Names have been unlocked, promptly requesting that such Domain Names be transferred to Buyer, and (c) at the request of Buyer, to execute any other documents, instruments or conveyances of any kind to more effectively transfer, assign, and convey to and vest in Buyer each Mark and Domain Name, all at the sole cost and expense of Seller.

4. Power of Attorney. Without limiting Section 3, Seller hereby constitutes and appoints Buyer the true and lawful agent and attorney in fact of Seller, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Seller but on behalf and for the benefit of Buyer and its successors and assigns, from time to time:


(a) to demand, receive and collect any and all of the Marks and Domain Names and to give receipts and releases for and with respect to the same, or an part thereof;

(b) to institute and prosecute, in the name of Seller or otherwise, any and all proceedings at law, in equity or otherwise, that Buyer or its successors and assigns may deem proper in order to collect or reduce to possession any of the Marks and Domain Names and in order to collect or enforce any claim or right of an kind hereby assigned or transferred, or intended so to be; and

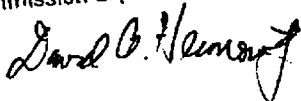
(c) to do all things legally permissible, required or reasonably deemed by Buyer to be required to recover and collect the Marks and Domain Names and to use Seller's name in such manner as Buyer may reasonably deem necessary for the collection and recovery of the same.

Seller hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller.

XTEND COMMUNICATIONS CORP.

By: 
Name: WILLIAM I. SCHWARTZ
Title: President

DAVID A. HEIMOWITZ
Notary Public, State of New York
No. 41-4852828
Qualified in Queens County
Commission Expires February 10, 2012



TRADEMARK
REEL: 003671 FRAME: 0597

State of)
) ss.:
County of)

On this 19th day of Nov., 2007, before me, ^{David}~~Heimowitz~~ personally appeared William I. Schantz of XTEND Communications Corp., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


David A. Heimowitz
Notary Public

DAVID A. HEIMOWITZ
Notary Public, State of New York
No. 41-4852828
Qualified in Queens County
Commission Expires February 10, 2012

Schedule A

Marks

A. Current Registered Marks

Mark	Jurisdiction	Registration Date	Registration No.
STARCHIVE & Design	U.S.	October 15, 2002	2,636,735
XTEND	U.S.	September 3, 2002	2,614,137
XTEND (stylized) 	U.S.	October 17, 2005	2,630,138
WEBXCHANGE	U.S.	August 20, 2002	2,610,875
VOICE WITH A SMILE	U.S.	June 11, 2002	2,577,619

B. Cancelled or Abandoned Marks

Mark	Jurisdiction	App. No.	App. Date	Registration Date	Registration No.
TELEPHONY SOLUTIONS DESIGNED FOR PEOPLE	U.S.	75/685,557	May 14, 1999	N/A	N/A
XTEND (Stylized)	U.S.	73/486,546	June 22, 1984	N/A	N/A
XTEND & Design	New York State	-	-	November 8, 1985	S9081

C. Unregistered Marks

1. Enterprise Alert™
2. Flash Alert™
3. Tess™
4. TESS: Telecommunications Enhancing School Safety™

5. Mobile E911 Connect™
6. pc/psap™
7. MediCall™
8. AnswerPro™
9. XpressDesk™
10. Paging Gateway™
11. iSED™
12. Eclipse™
13. Voice Assisted Transfer™
14. FastPass™
15. MediaSTAR™
16. Enhanced Guest-room Xperience™

Schedule B

Domain Names

1. xtend.com
2. xtendcorp.net
3. xtend.ca
4. psali.net
5. psap.info
6. psap.net