

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASPECT SOFTWARE INTERMEDIATE HOLDINGS LLC		09/12/2007	LIMITED LIABILITY COMPANY:
ASPECT SOFTWARE INC.		09/12/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	BANK:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77187496	UNIFIED COMMAND AND CONTROL	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	36694		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		

OP \$40.00 77187496

Date:

02/05/2008

Total Attachments: 6

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
ASPECT SOFTWARE INTERMEDIATE HOLDINGS LLC (DE)
ASPECT SOFTWARE, INC. (DE)

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other :

Execution Date: September 12, 2007

2. Name and address of receiving party(ies)

Name: DEUTSCHE BANK TRUST COMPANY AMERICAS

Internal Address: _____
Address: _____

Street Address: 60 WALL STREET

City: NEW YORK State: NY Zip: 10005

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other BANK

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No. (s)
(PLEASE SEE ATTACHED)

B. Trademark Registration No. (s)
(PLEASE SEE ATTACHED)

Additional number(s) attached Yes No

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

Name: Penelope J.A. Agodas

Internal Address: IP Research Plus, Inc.

Street Address: 21 Tadcaster Circle

City: Waldorf State: MD Zip: 20602

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ _____

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Alexandra Andrei

Name of Person Signing

Alexandra Andrei

Signature

2/1/08

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT, as of September 12, 2007, among ASPECT SOFTWARE INTERMEDIATE HOLDINGS LLC (“Parent”), ASPECT SOFTWARE, INC. (the “Borrower”) and DEUTSCHE BANK TRUST COMPANY AMERICAS, as Administrative Agent (the “Administrative Agent”).

Reference is made to the Guarantee and Collateral Agreement dated as of July 11, 2006 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), among Parent, the Borrower, the Subsidiaries of Parent (as identified therein) and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second-Lien Credit Agreement dated as of July 11, 2006 (as amended, supplemented or otherwise modified from time to time (the “Credit Agreement”)), among Parent, Aspect International LLC (“Holdings”), the Borrower, the Lenders party thereto, the Administrative Agent, JPMorgan Chase Bank, N.A. and Deutsche Bank Trust Company Americas, as Syndication Agents, and Bear Stearns Corporate Lending Inc., JPMorgan Chase Bank, N.A. and Lehman Commercial Paper Inc., as Documentation Agents. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Parent and the Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, each Grantor’s right, title or interest in or to any and all of the following assets and properties that are included in the Article 9 Collateral as defined in the Security Agreement now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection

therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “Trademarks”);

all goodwill associated with or symbolized by the Trademarks; and


all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ASPECT SOFTWARE INTERMEDIATE HOLDINGS LLC,

by 
Name: Michael J. Provenzano, III
Title: President

ASPECT SOFTWARE, INC.,

by 
Name: Michael J. Provenzano, III
Title: Executive Vice President and Chief Financial Officer

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Administrative Agent,

by

Paul O'Leary

Name: Paul O'Leary
Title: Vice President

Omayra Laucella

Name: Omayra Laucella
Title: Vice President

ASPECT SOFTWARE, INC.

U.S. TRADEMARK APPLICATIONS

TRADEMARK	ORIGINATING TRANSACTION	SER. NO.	FILING DATE
UNIFIED COMMAND AND CONTROL (US)	ASPECT SOFTWARE	77/187,496	5/22/07

[[3009497]]