

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
Teltronics, Inc.		01/18/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AMCOM SOFTWARE, INC.		
Street Address:	5555 WEST 78TH STREET		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55439		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2743983	TELIDENT STS	
Registration Number:	2706288	TELIDENT SITEALERT	
Registration Number:	2371469	SITEALERT	
Registration Number:	2175541	911 SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(206)903-8820		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(206)903-8839		
Email:	haggerty.patchen@dorsey.com		
Correspondent Name:	Patchen M. Haggerty		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	482027-0003		
NAME OF SUBMITTER:	Patchen M. Haggerty		

CH \$115.00 2743983

Signature:	/pmh/
Date:	02/20/2008
<p>Total Attachments: 17</p> <p>source=TeltronicsAssignment#page1.tif source=TeltronicsAssignment#page2.tif source=TeltronicsAssignment#page3.tif source=TeltronicsAssignment#page4.tif source=TeltronicsAssignment#page5.tif source=TeltronicsAssignment#page6.tif source=TeltronicsAssignment#page7.tif source=TeltronicsAssignment#page8.tif source=TeltronicsAssignment#page9.tif source=TeltronicsAssignment#page10.tif source=TeltronicsAssignment#page11.tif source=TeltronicsAssignment#page12.tif source=TeltronicsAssignment#page13.tif source=TeltronicsAssignment#page14.tif source=TeltronicsAssignment#page15.tif source=TeltronicsAssignment#page16.tif source=TeltronicsAssignment#page17.tif</p>	

ASSIGNMENT OF TRADEMARKS, DOMAIN NAMES AND PATENTS

This Assignment of Trademarks, Domain Names and Patents (this "*Assignment*"), dated as of January 18, 2008, is made by Teltronics, Inc., a Delaware corporation with its principal place of business at 2150 Whitfield Industrial Way, Sarasota, FL 34243 ("*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 January 18, 2008, by and among Buyer and Seller (the "*Asset Purchase Agreement*"), Buyer has agreed to buy from Seller, and Seller has agreed to sell to Buyer, Seller's assets relating to its Telident 911 Solutions product line;

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 relating to its Telident 911 Solutions product line, 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 relating to its Telident 911 Solutions product line, including, without limitation, the domain names listed on Schedule B attached hereto (all of the foregoing, the "*Domain Names*"); and

WHEREAS, Seller is the owner of the entire right, title, and interest in and to certain United States patents and/or patent applications together with the invention(s) disclosed therein, and 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 patent and patent applications relating to its Telident 911 Solutions product line, including, without limitation, the patents and patent applications listed on Schedule C attached hereto (all of the foregoing, the "*Patent and Patent Applications*");

WHEREAS, (a) this is a assignment referred to in Section 2.7(b)(A)(G) 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 the close of business on the date hereof (the "*Effective Time*"), and subject to Section 2.8 of the Asset Purchase Agreement, Seller hereby sells, assigns and transfers to Buyer, and Buyer hereby accepts the sale, assignment, and transfer 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 2.8 of the Asset Purchase Agreement, Seller hereby sells, assigns and transfers to Buyer, and Buyer hereby accepts the sale, assignment, and transfer 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. Assignment of Patents and Patent Applications. For good and valuable consideration, receipt of which is hereby acknowledged, effective as of the Effective time, and subject to Section 2.8 of the Asset Purchase Agreement, Seller hereby sells, assigns and transfers to Buyer, and Buyer hereby accepts the sale, assignment, and transfer from Seller, of all of Seller's right, title and interest in, to, and under the Patents and Patent Applications, together with (i) the registrations of and registration applications for the Patents and Patent Applications, together with the invention(s) disclosed therein, including each and every Patent which is granted on any application which is a division, substitution, continuation, or continuation-in-part of said Patents and Patent Applications, and in and to each and every reissue or extension of said Patents and Patent Applications and (ii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or damage or injury to the Patents and Patent Applications.

Seller hereby agrees to do all lawful acts and things and make, execute and deliver without further compensation, any and all other instruments in writing, further applications, papers, affidavits, powers of attorney, assignments, and other documents which may be reasonably required or necessary to more effectively secure to and vest in Buyer its successors and assigns, the entire right, title and interest in and to the Patents and Patent Applications hereby assigned, sold and transferred.

4. Further Assurances. Seller agrees (a) to warrant and defend the sale, assignment and transfer of the Marks, Domain Names, Patents and Patent Applications hereby made against all Persons, (b) to take all steps reasonably necessary to establish the record of Buyer's title to the Marks, Domain Names, Patents and Patent Applications 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 sell, assign and transfer to and vest in Buyer each Mark and Domain Name, all at the sole cost and expense of Seller.

5. Power of Attorney. Without limiting Section 4, 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.

[Remainder of page intentionally blank; signature page follows]

TELTRONICS, INC.

By: 

Name: EWEN CARLEN

Title: PRESIDENT / CEO

[Signature page to Assignment of Trademarks, Domain Names and Patents]

Schedule A

Marks

A. Current Registered Marks

Mark	Jurisdiction	Registration Date	Registration No.
TELIDENT SITE ALERT®			2,706,288
TELIDENT STS®			2,742,983
SITEALERT®			2,371,469
911 SOLUTIONS®			2,175,541

B. Cancelled or Abandoned Marks

Mark	Jurisdiction	App. No.	App. Date	Registration Date	Registration No.
Telident ALICAT Service				5	
Tel-A-Lert					
Telident					
Telident ALI Manager					

C. Unregistered Marks

1.

Schedule B

Domain Names

1. www.telident.com
2. www.networksolutions.com

Schedule C

Patents and Patent Applications

A. Current Registered Marks

Patent	Jurisdiction	Registration Date	U.S. Patent Number
Apparatus and Method for Identifying a Calling Station			5,347,567
Telephone Status Recognition and Bypass System			4,791,663
Emergency Call Station Identification System and Method			5,235,630
Emergency Call Station Identification System and Method			5,347,568

[WELLS FARGO FOOTHILL LETTERHEAD]

January 18, 2008

Teltronics, Inc.
2150 Whitfield Industrial Way
Sarasota, FL 34243

Amcom Software, Inc.
10400 Yellow Circle Drive
Eden Prairie, MN 55343

Re: Sale of Assets to Amcom Software, Inc.

Ladies/Gentlemen:

Reference is made to that certain Credit Agreement dated as of May 31, 2007 (as amended, the "Credit Agreement") between Teltronics, Inc. (the "Borrower") and Wells Fargo Foothill, Inc., in its capacity as Administrative Agent for the banks party thereto (in such capacity, the "Agent"). Unless otherwise defined in this letter, capitalized terms used in this letter shall have the meanings given to them in the Credit Agreement.

The Borrower has advised the Agent that the Borrower desires to enter into the Asset Purchase Transaction (as defined below). For purposes of this letter, the "Asset Purchase Transaction" means the sale by the Borrower to Amcom Software, Inc. (the "Buyer") pursuant to the Asset Purchase Documents (as defined below) of certain assets of its Telident business, including accounts receivable, equipment, intangible property, customer lists, records and goodwill related thereto more fully described in the Asset Purchase Agreement. For purposes of this letter, (a) the term "Asset Purchase Documents" means (i) an Asset Purchase Agreement dated as of January 18, 2008 between the Borrower and the Buyer, and (ii) any exhibits and schedules, and any documents or instruments executed by the Borrower in connection with the foregoing, and (b) the term "Released Collateral" means the Acquired Assets (as defined and described in the Asset Purchase Agreement). The Borrower represents and warrants to the Agent that true and accurate copies of the current drafts of the Asset Purchase Documents have been attached to this letter as Exhibit A. The Borrower agrees to deliver to the Agent true and accurate copies of the final Asset Purchase Documents prior to the closing thereof. The Agent acknowledges that a portion of the Released Collateral will be bailed with the Borrower at the Borrower's premises for a period of time following the closing of the Asset Purchase Transaction. The Agent further acknowledges and confirms that such bailed assets will remain the property of the Buyer, subject to no liens in favor of the Agent.

Upon the Effective Date (defined below), the Agent's lien and security interest in the Released Collateral is hereby released and discharged and the Borrower, the Buyer or their respective counsel are hereby authorized to record with the appropriate filing authorities, at the Borrower's or Buyer's expense, the UCC-3 financing statement attached hereto as Exhibit B terminating the security interest and liens in the Released Collateral granted under the Security

Agreement. On the Effective Date, the Agent will deliver a fully executed and notarized copy of the Termination and Release of Patent and Trademark Security Agreement in the form attached hereto as Exhibit C.

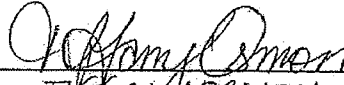
This agreements set forth in this letter shall become effective upon the date (the "Effective Date") when the Agent shall have received a counterpart of this letter, duly executed by the Borrower.

This letter and the acknowledgment hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[The remainder of the page left intentionally blank; signature pages follow.]

Very truly yours,

WELLS FARGO FOOTHILL, INC.


By: 
Name: T. E. ANDERSON
Title: VICE PRESIDENT

S-1
Release Letter

TRADEMARK
REEL: 003725 FRAME: 0214

AGREED TO AND ACKNOWLEDGED:

TELTRONICS, INC.

By: 
Name: EWEN CARRIGAN
Title: PRESIDENT/CEO

[Signature page to Security Interest Release Letter]

S-2
Release Letter

EXHIBIT A
ASSET PURCHASE AGREEMENT

See Attached

EXHIBIT B
UCC-3 FINANCING STATEMENT

See attached

S-2
Release Letter

TRADEMARK
REEL: 003725 FRAME: 0217

EXHIBIT C

TERMINATION AND RELEASE OF PATENT AND TRADEMARK SECURITY
AGREEMENT

See Attached

S-3
Release Letter

TRADEMARK
REEL: 003725 FRAME: 0218

**TERMINATION AND RELEASE
OF
PATENT AND TRADEMARK SECURITY AGREEMENT**

TERMINATION AND RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT dated as of January ___, 2008, by WELLS FARGO FOOTHILL, INC., a California corporation, in its capacity as the arranger and administrative agent for the Lender Group and the Bank Product Provider as defined in the Credit Agreement referenced below (together with its successors and assigns in such capacity, the "Secured Party").

WHEREAS, Teltronics, Inc. (the "Borrower") and Secured Party entered into (i) a certain Patent Security Agreement, dated as of May 31, 2007 (the "Patent Security Agreement") which Patent Security Agreement was recorded with the United States Patent and Trademark Office on July 6, 2007, at Reel 019520, Frame 0718, and (ii) a certain Trademark Security Agreement, dated as of May 31, 2007 (the "Trademark Security Agreement") which Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 6, 2007, at Reel 3576, Frame 0191, in each case for the purpose of collateral security for all indebtedness and obligations of the Borrower to the Secured Party arising under a certain Credit Agreement dated May 31, 2007 (the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, the Patent Security Agreement and the Trademark Security Agreement, the Borrower pledged and assigned to the Secured Party, and granted the Secured Party a security interest with power of sale in, the Patents (as defined in the Patent Security Agreement), including, without limitation, the patents listed on Exhibit A hereto, and the Trademarks (as defined in the Trademark Security Agreement) including, without limitation, the marks listed on Exhibit B hereto. The Patents and the Trademarks listed on Exhibit A and Exhibit B, respectively, are referred to herein collectively as the "Released Intellectual Property"; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in the Released Intellectual Property as herein provided:


NOW, THEREFORE, for valuable consideration the Secured Party hereby terminates and releases its security interest in the Released Intellectual Property, and the Secured Party hereby assigns and transfers to the Borrower, without representation, warranty or recourse, all of the Secured Party's right, title and interest in and to such Released Intellectual Property, effective as of the date set forth above.

WELLS FARGO FOOTHILL, INC.

By: _____

Name: _____

Title: _____



TIFFANY ORMON

VICE PRESIDENT

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Telephone Status Recognition and Bypass System	4791663	12/13/88
Emergency Call System Identification System and Method	5235630	8/10/93
Apparatus and Method for Identifying a Call Station	5347567	9/13/94
Emergency Call Station Identification System	5347568	9/13/94

NONE

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
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NONE

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
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NONE

EXHIBIT B

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Telident Sitealert	2,706,288	4/15/03
Sitealert	2,371,469	7/25/00
Telident STS	2,743,983	7/29/03
911 Solutions	2,175,541	7/21/98

APPLICATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
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NONE

FOREIGN ISSUED TRADEMARKS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
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NONE