

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
NMS Communications Corporation		12/05/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Dialogic Corporation
Street Address:	9800 Cavendish Blvd
Internal Address:	5th Floor
City:	Montreal, Quebec
State/Country:	CANADA
Postal Code:	H4M 2V9
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3199141	N NMS
Registration Number:	1881301	ALLIANCE GENERATION
Registration Number:	2241029	STUDIO SOUND
Serial Number:	76194758	POWERACCESS
Serial Number:	76270152	PACKETMEDIA
Serial Number:	76275568	N
Serial Number:	78118886	MERCURY
Serial Number:	78359189	SOUND VIEW
Registration Number:	3130442	NMS COMMUNICATIONS

CORRESPONDENCE DATA

Fax Number: (202)408-0302
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617 542 5070

CH \$240.00 3199141

Email: tmdoctc@fr.com
Correspondent Name: Cynthia J. Walden, Fish & Richardson P.C
Address Line 1: P.O. Box 1022
Address Line 4: Minneapolis, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER: 02324-001002

DOMESTIC REPRESENTATIVE

Name: Cynthia J. Walden, Fish & Richardson P.C
Address Line 1: P.O. Box 1022
Address Line 4: Minneapolis, MINNESOTA 55440-1022

NAME OF SUBMITTER: Rita Smolinsky

Signature: /rita smolinsky/

Date: 01/08/2009

Total Attachments: 4
source=SIGNED Trademark Assignment#page1.tif
source=SIGNED Trademark Assignment#page2.tif
source=SIGNED Trademark Assignment#page3.tif
source=SIGNED Trademark Assignment#page4.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and effective as of December 5, 2008, by NMS COMMUNICATIONS CORPORATION, a Delaware corporation having a place of business at 100 Crossing Boulevard, Framingham, Massachusetts USA 01702-5406 (hereinafter "Assignor") to DIALOGIC CORPORATION, a British Columbia corporation having a place of business at 9800 Cavendish Blvd 5th floor, Montreal, Quebec, CANADA H4M 2V9 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the trademarks listed on Exhibit A hereto (the "Trademarks");

WHEREAS, Assignor and Assignee have entered that certain Asset Purchase Agreement dated as of September 12, 2008 (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer to Assignee the Trademarks and the goodwill symbolized thereby and associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby irrevocably assign, transfer, set over, and deliver to Assignee and its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Trademarks and the registrations thereof and applications therefor, together with (i) the goodwill of the business(es) symbolized by and associated with the Trademarks, (ii) all causes of actions, claims and demands or other rights for, or arising from any infringement, dilution, unfair competition, misappropriation or other violation, including but not limited to past infringement, dilution, unfair competition, or other violation, of the Trademarks, and (iii) all rights corresponding thereto throughout the world.

2. With respect to any Trademarks which are filed on the basis of Assignor's "intent to use" such Trademarks and as to which a verified statement of use or amendment to allege use has not yet been filed with the U.S. Patent and Trademark Office as of the date hereof, the parties acknowledge that Assignee is a successor to the business(es) of the Assignor or to the portion of the business(es) to which such Trademarks apply, which business(es) is/are ongoing and existing.

3. Assignor agrees, without further consideration, to cause to be performed such lawful acts; and to execute such further assignment(s) and other lawful document(s), as Assignee may reasonably request to perfect or record Assignee's right, title and interest in and to the Trademarks.

IN WITNESS WHEREOF, the parties has caused this Assignment to be executed and delivered in their names by their respective duly authorized officers or representatives.

NMS COMMUNICATIONS CORPORATION

By: _____



Name: Robert P. Schechter

Title: Chief Executive Officer and Chairman

DIALOGIC CORPORATION

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties has caused this Assignment to be executed and delivered in their names by their respective duly authorized officers or representatives.

NMS COMMUNICATIONS CORPORATION

By: _____

Name: Robert P. Schechter

Title: Chief Executive Officer and Chairman

DIALOGIC CORPORATION

By: *Agui*

Name: ANTHONY HOUSEFATHER

Title: EVP, CORPORATE AFFAIRS
 AND GENERAL COUNSEL

EXHIBIT A – Assigned Trademarks

Mark	Appl. No./Reg. No.	Filing Date/Reg. Date	Country or Region
NMS COMMUNICATIONS	2130442	08/15/2006	USA
NMS COMMUNICATIONS	2238137	01/20/2003	Europe
NMS COMMUNICATIONS	2003B00538	01/20/2003	Hong Kong
NMS COMMUNICATIONS	150730	04/12/2003	Israel
NMS COMMUNICATIONS	4589230	07/26/2002	Japan
NMS COMMUNICATIONS	1914285	02/07/2003	China
NMS COMMUNICATIONS	40-2001-0036352	08/20/2001	South Korea
N NMS	3199141	01/16/2007	USA
ALLIANCE GENERATION	1881301	02/28/1995	USA
STUDIO SOUND	2241029	04/20/1999	USA
ARTEMUX	TMA497441	07/20/1998	Canada
CONCERTO	H09-142901	07/30/1997	Japan
WATSON	1,390,365	04/15/1986	USA
MULTI VENDOR INTEGRATION PROTOCOL	1,769,522	05/04/1993	USA
WATSON	1,781,176	07/13/1993	USA
(Circuit-Man Design)	2,380,573	08/29/2000	USA
NATURALEDDGE	2,422,641	01/23/2001	USA
MVIP BUS	74/098,201	09/18/1990	USA
MVIP	74/098,202	09/18/1990	USA
TX	75/601,026	12/07/1998	USA
PACKETMEDIA	76/115,126	08/22/2000	USA
POWERACCESS	76/194,758	01/16/2001	USA
PACKETMEDIA	76/270,152	06/13/2001	USA
N (design)	76/275,568	06/25/2001	USA
MERCURY	78/118,886	04/02/2002	USA
SOUND VIEW	78/359,189	01/29/2004	USA