

**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	FORMERLY Natural Microsystems 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: 8**

Property Type	Number	Word Mark
Serial Number:	74098201	MVIP BUS
Serial Number:	75601026	TX
Serial Number:	74098202	MVIP
Serial Number:	76115126	PACKETMEDIA
Registration Number:	1390365	WATSON
Registration Number:	1781176	WATSON
Registration Number:	2380573	
Registration Number:	2422641	NATURALEDGE

**CORRESPONDENCE DATA**

Fax Number: (877)769-7945  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 1-617-542-5070  
 Email: tmdoctc@fr.com

CH \$215.00 74098201

Correspondent Name: Cynthia Johnson Walden  
Address Line 1: P.O. Box 1022  
Address Line 4: Minneapolis, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER: 02324-0001002

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Cynthia Johnson Walden

Signature: /Cynthia Johnson Walden/

Date: 01/23/2009

Total Attachments: 4  
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## **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