

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/26/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MEH Acquisition Corp.		07/26/2005	CORPORATION: DELAWARE
Netspoke, Inc.		07/06/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	American Teleconferencing Services, Ltd.
Street Address:	3280 Peachtree Road NW, Suite 1000
Internal Address:	The Terminus Building
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30305-2422
Entity Type:	CORPORATION: MISSOURI

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3111085	MEET VIRTUALLY ANYWHERE

**CORRESPONDENCE DATA**

Fax Number: (404)815-6555  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-815-6500  
 Email: nedwards@kilpatrickstockton.com  
 Correspondent Name: William Brewster  
 Address Line 1: 1100 Peachtree Street, Suite 2800  
 Address Line 2: Kilpatrick Stockton LLP  
 Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	P0129-319168
NAME OF SUBMITTER:	Nancy S. Edwards

**TRADEMARK**

**OP \$40.00 3111085**

Signature:

/Nancy S. Edwards/

Date:

02/02/2009

**Total Attachments: 7**

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## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of July 26, 2005, by and among American Teleconferencing Services, Ltd., a Missouri corporation ("Premiere"), MEH Acquisition Corp., a Delaware corporation ("Merger Sub") and Netspoke, Inc., a Delaware corporation ("Company"). Certain capitalized terms used herein and not otherwise defined within the text of this Agreement shall have the meanings set forth in **Section 14.1**.

### RECITALS

*WHEREAS*, Premiere, Merger Sub and Company intend to effect the merger of Merger Sub with and into Company (the "Merger") in accordance with the General Corporation Law of the State of Delaware (the "DGCL") and on the terms and subject to the conditions set forth in this Agreement, and upon consummation of the Merger, Merger Sub will cease to exist and Company will become a wholly owned subsidiary of Premiere;

*WHEREAS*, the Board of Directors of Company has unanimously (i) determined that the Merger is fair to, and in the best interests of, Company and the Company Stockholders, (ii) approved this Agreement and declared its advisability, and (iii) resolved to recommend that this Agreement be adopted by the Company Stockholders;

*WHEREAS*, contemporaneously with the execution and delivery of this Agreement and as a condition and an inducement to the willingness of Premiere and Merger Sub to enter into this Agreement, certain Company Stockholders have entered into a Selling Stockholders Agreement and Release with Premiere (the "Selling Stockholders Agreement and Release"), pursuant to which, among other things, such stockholders have agreed to approve the Merger by written irrevocable consent, subject to the terms and conditions contained therein; and

*WHEREAS*, Company, Premiere and Merger Sub desire to make certain representations, warranties, covenants and other agreements in connection with the Merger and also to prescribe various conditions to the Merger.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

#### 1. THE MERGER

1.1 The Merger. At the Effective Time (as defined in **Section 3.2**), upon the terms and subject to the conditions of this Agreement and in accordance with the applicable provisions

of the DGCL, Merger Sub shall be merged with and into Company, the separate corporate existence of Merger Sub shall cease and Company shall continue as the surviving corporation and as a wholly owned subsidiary of Premiere. Company as the surviving corporation after the Merger is hereinafter sometimes referred to as the "Surviving Corporation."

**1.2 Effects of the Merger.** The Merger shall have the effects set forth in Section 259 of the DGCL.

**1.3 Certificate of Incorporation and Bylaws of the Surviving Corporation.**

(a) Unless otherwise determined by Premiere prior to the Effective Time, at the Effective Time, the Second Amended and Restated Certificate of Incorporation of Company, as in effect immediately prior to the Effective Time, shall be amended and restated in its entirety to be identical to the Certificate of Incorporation of Merger Sub (except that all references to Merger Sub in the Certificate of Incorporation of the Surviving Corporation shall be changed to "Netspoke, Inc."), and as so amended, such Certificate of Incorporation shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended as provided therein or by applicable Legal Requirements.

(b) Unless otherwise determined by Premiere prior to the Effective Time, at the Effective Time, the Bylaws of Company, as in effect immediately prior to the Effective Time, shall be amended and restated in their entirety to be identical to the Bylaws of Merger Sub (except that all references to Merger Sub in the Bylaws of the Surviving Corporation shall be changed to "Netspoke, Inc."), and as so amended, such Bylaws shall be the Bylaws of the Surviving Corporation until thereafter amended as provided by applicable Legal Requirements, and as provided in the Certificate of Incorporation of the Surviving Corporation and such Bylaws.

**1.4 Directors and Officers of the Surviving Corporation.**

(a) The directors of Merger Sub immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation.

(b) The officers of Merger Sub immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, each to hold office in accordance with the Bylaws of the Surviving Corporation.

**2. MERGER CONSIDERATION AND CONVERSION AND EXCHANGE OF SECURITIES**

**2.1 Merger Consideration.** The aggregate merger consideration shall be an amount in cash equal to \$24,000,000, subject to adjustment pursuant to Section 2.2 (the "Aggregate Merger Consideration").

**2.2 Net Working Capital Aggregate Merger Consideration Adjustments.** The Aggregate Merger Consideration shall be subject to adjustment as follows:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized respective officers as of the date first written above.

**PREMIERE:**

**AMERICAN TELECONFERENCING  
SERVICES, LTD. d/b/a Premiere Conferencing**

By: [Signature]  
Name: JERRY A. ALRED  
Title: Chief Executive Officer

**MERGER SUB:**

**MEH ACQUISITION CORP.**

By: [Signature]  
Name: JERRY A. ALRED  
Title: Chief Executive Officer

**COMPANY:**

**NETSPOKE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The undersigned agree, as the Stockholders' Representatives, to be bound by Article 11 and, insofar as applicable to Article 11, by Articles 2, 10 and 13.

**STOCKHOLDERS' REPRESENTATIVES:**

By: \_\_\_\_\_  
Name: Scott D'Entramont

By: \_\_\_\_\_  
Name: Raymond Fragale

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized respective officers as of the date first written above.

**PREMIERE:**

**AMERICAN TELECONFERENCING  
SERVICES, LTD. d/b/a Premiere Conferencing**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MERGER SUB:**

**MEH ACQUISITION CORP.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COMPANY:**

**NETSPOKE, INC.**

By: Scott D'Entremont  
Name: Scott D'Entremont  
Title: CEO

The undersigned agree, as the Stockholders' Representatives, to be bound by Article 11 and, insofar as applicable to Article 11, by Articles 2, 10 and 13.

**STOCKHOLDERS' REPRESENTATIVES:**

By: Scott D'Entremont  
Name: Scott D'Entremont

By: \_\_\_\_\_  
Name: Raymond Fragale

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their duly authorized respective officers as of the date first written above.

**PREMIERE:**

**AMERICAN TELECONFERENCING  
SERVICES, LTD. d/b/a Premiere Conferencing**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MERGER SUB:**

**MEH ACQUISITION CORP.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COMPANY:**

**NETSPOKE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The undersigned agree, as the Stockholders' Representatives, to be bound by Article 11 and, insofar as applicable to Article 11, by Articles 2, 10 and 13.

**STOCKHOLDERS' REPRESENTATIVES:**

By: \_\_\_\_\_  
Name: Scott D'Entremont

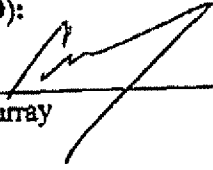
By:   
Name: Raymond Fragale

**TRADEMARK**

**REEL: 003928 FRAME: 0255**

[Signature Page to Merger Agreement]

**STOCKHOLDERS' REPRESENTATIVES  
(CONTINUED):**

By:   
Name: Eric Murray



Schedule 4.14(a)  
Intellectual Property (continued)

**Abandoned Trademark applications:**

Mark/Serial Number	Services
Netspoke (typed drawing) Serial Number 76009069	IC 038; Telecommunications services for conference calling over worldwide computer networks
Meet Virtually Anywhere Serial Number 78010953	IC 038; Telecommunications services for establishing conference calls over world wide computer networks to enable persons at various remote locations to conduct a conference call.

Domain Names	Expiration Date
Concallexpress.com	1/20/2006
Concallexpress.net	1/20/2006
Conferencinghub.com	8/4/2006
Conferencingportal.com	8/4/2006
everyoneconf.com	8/26/2007
imeet.com	5/12/2006
imeet.net	12/19/2005
Netspoke.com	1/22/2007
Netspoke.net	3/7/2007
nsconf.com	11/8/2005
presentexpress.net	1/20/2006
redlinerealtytrust.com	1/20/2007
web-conferencing.com	1/9/2006
experienceconferencing.com	1/28/2006
experienceconferencing.biz	1/28/2006
experienceconferencing.net	1/28/2006
experienceconferencing.co.uk	1/28/2006
overallvoice.com	1/31/2006
overallvoice.org	2/16/2006
overallvoice.net	2/16/2006
overallvoice.us	2/16/2006
Jumpcall.com	2/4/2006
jumpvox.com	2/4/2006
allovervoice.com	2/16/2006
allovervoice.net	2/16/2006
allovervoice.org	2/16/2006
allovervoice.us	2/16/2006