

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Conference-Call USA, LLC		02/16/2005	LIMITED LIABILITY COMPANY: DELAWARE
Citizens Communications Company		02/16/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Clarinet, Inc.		
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: GEORGIA		
Name:	Premiere Global Services, Inc.		
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: GEORGIA		
Name:	American Teleconferencing Services, Ltd.		
Doing Business As:	DBA Premiere Conferencing		
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		

OP \$265.00 2783914

900126201

TRADEMARK
REEL: 003929 FRAME: 0521

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2783914	C
Registration Number:	2923853	CALLVIEW
Registration Number:	3059784	CITIZENS CONFERENCING
Registration Number:	1729893	CONFERENCE-CALL USA
Registration Number:	2986583	CONFERENCE ON DEMAND
Registration Number:	2769133	E-ACCESS
Registration Number:	2822559	VOICECAST
Registration Number:	2909110	WEB PLACE
Registration Number:	2857370	WEB VIEW
Registration Number:	2801199	WE'VE GOT PEOPLE CONNECTED

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 H. Brewster

Address Line 1: 1100 Peachtree Street, Suite 2800

Address Line 2: Kilpatrick Stockton LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	P0129-314810
NAME OF SUBMITTER:	Nancy S. Edwards
Signature:	/Nancy S. Edwards/
Date:	02/04/2009

Total Attachments: 5

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made as of the 16th day of February, 2005 by and among CLARINET, INC., a Georgia corporation ("Purchaser"), PREMIERE GLOBAL SERVICES, INC., a Georgia corporation ("Parent"), AMERICAN TELECONFERENCING SERVICES, LTD., a Missouri corporation d/b/a Premiere Conferencing ("Purchaser's Parent"); CONFERENCE-CALL USA, LLC, a Delaware limited liability company ("Seller"), and CITIZENS COMMUNICATIONS COMPANY, a Delaware corporation ("Seller's Parent"). Capitalized terms not otherwise defined shall have the meaning ascribed to such terms in Article IX.

WHEREAS, Seller provides, among other things, conferencing services, including full-service and self-service audio conference calling, on-demand reservationless automated audio conference calling, operator-assisted conferencing, operator-assisted and customized web data, video and audio conferencing and streaming, and the sale of products, accessories and technical support services related to group communications solutions (collectively, the "Conferencing Business").

WHEREAS, Purchaser wishes to purchase from Seller and Seller is willing to sell to Purchaser, substantially all of the assets of Seller, and Purchaser wishes to assume certain of the Liabilities of Seller and Seller is willing to transfer such Liabilities to Purchaser, all on and subject to the terms and conditions set forth in this Agreement (the "Acquisition").

NOW, THEREFORE, in consideration of the premises and mutual representations, warranties, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

PURCHASE AND SALE

1.1 Acquired Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing, Seller shall sell, convey, assign, transfer and deliver to Purchaser and Purchaser shall accept, purchase, acquire and take assignment and delivery of, all right, title and interest in, to and under all of the assets of Seller (wherever located and whether real or personal, tangible or intangible) (collectively, the "Acquired Assets") free and clear of all Encumbrances (other than Permitted Encumbrances), except for the Excluded Assets. The Acquired Assets include the following:

(a) all right, title and interest under the Contracts, including all Customer Service Contracts and all Contracts with partners and resellers related to the Conferencing Business;

(b) all accounts receivable, prepaid expenses, trade receivables, notes receivable, contingent rights, deposits, advances and other receivables of Seller relating to the Conferencing Business arising on or before the Closing Date;

(c) all telecommunications access numbers, including "800" numbers, used or held for use in connection with the Conferencing Business;

(d) all computer equipment, conferencing and conferencing related equipment, devices, messaging and messaging related equipment (and all lease rights associated with any such equipment), including data processing hardware and related telecommunications equipment, media and tools, and any equipment subject to an operating lease, in each case that is used or held for use in connection with the Conferencing Business, including the assets identified on Schedule 1.1(d);

(e) all co-location and related rights used or held for use in connection with the Conferencing Business, if any;

(f) all Intellectual Property owned by or licensed to Seller and used or held for use in connection with the Conferencing Business;

(g) all technical and descriptive materials relating to the acquisition, design, development, use or maintenance of computer code and program documentation and materials used or held for use in the Conferencing Business (the "Documentation");

(h) all Contracts respecting the ownership, license, acquisition, design, development, distribution, marketing, use or maintenance of computer program code, related technical or user documentation and databases, in each case used or held for use in the Conferencing Business;

(i) all data and information, in any medium, including proprietary and confidential information and trade secrets, such as client, customer, supplier and vendor lists, catalogs, research material, technical information, source code and object code used or held for use in connection with any Acquired Assets, and know-how and information regarding processes and procedures;

(j) all books, records, files, papers, processes, procedures or software including all software related to full-service audio conference calling services, on-demand reservationless audio conference calling services, web data, video and audio conferencing services and audio and video streaming services, and all delivery platforms, gateways, "on ramp" connections, access points, and client satisfaction software, whether in hard copy or computer format, used or held for use in the Conferencing Business (the assets described in paragraphs (d) thru (j) of this Section 1.1 are collectively referred to as the "Technology Assets");

(k) all operational data, creative materials, marketing information, advertising materials, sales and promotional literature, studies, reports, sales records, sales agent records, manuals and data, sales and purchase correspondence, personnel and employment records, billing systems, engineering information, customer files (including customer credit and collection information), historical and financial records, quality control data and any files used or held for use in the Conferencing Business although Seller may maintain copies of the foregoing which shall remain subject to the confidentiality obligations contained herein;

(l) all office furniture, trade fixtures and other equipment primarily used or held for use in the operation of the Conferencing Business, including the furniture, fixtures and other equipment set forth on Schedule 1.1(l);

(m) all warranties, indemnities or other rights and causes of action relating to the Acquired Assets;

(n) all goodwill related to, arising from or used in connection with the Conferencing Business, including goodwill relating to the Intellectual Property;

(o) to the extent transferable, all permits, licenses, consents, approvals, certificates, variances or other authorizations required in connection with the operation of the Conferencing Business under any Law or Contract (the "Permits");

(p) any other personal property of Seller that is not an Excluded Asset and that is used or held for use in the Conferencing Business;

(q) all corporate names and tradenames and marks and URL domain rights used or held for use in connection with the Conferencing Business, but excluding the names "Citizens" and "Citizens Conferencing" and all combinations or derivations thereof (it being agreed and understood that a temporary license to use rights to the trade name "Citizens Conferencing," and the related mark, is being granted to Purchaser pursuant to the License Agreement);

(r) all Transferred Cash; and

(s) any other asset or Contract listed on Schedule 1.1(s).

1.2 Excluded Assets. The following assets of Seller (collectively, the "Excluded Assets") shall be retained by Seller, and are not being sold or assigned to Purchaser hereunder:

(a) all corporate names and tradenames, trademarks or service marks;

(b) notwithstanding anything to the contrary in **Section 1.1**, assets of Seller that are used in the Conferencing Business and are specifically identified in Schedule 1.2(b);

(c) all taxpayer and other identification numbers and minute books, stock transfer books, tax returns, rights with respect to refunds of, or credits to, Taxes, corporate seals and all other documents relating to the organization, maintenance, and existence of Seller as a limited liability company;

(d) Seller's rights under this Agreement and the agreements to be executed by Seller in connection herewith and any side agreements between Seller and Purchaser entered into on or after the date of this Agreement;

(e) all cash and cash equivalents of Seller (except for Transferred Cash);

(f) all bank accounts of Seller;

IN WITNESS WHEREOF, the parties have executed and caused this Agreement to be executed and delivered on the date first above written.

PURCHASER:

CLARINET, INC.

By: [Signature]
Name: _____
Title: _____

PURCHASER'S PARENT:

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

By: [Signature]
Name: _____
Title: _____

PARENT:

PREMIERE GLOBAL SERVICES, INC.

By: [Signature]
Name: _____
Title: _____

SELLER:

CONFERENCE-CALL USA, LLC

By: _____
Name: _____
Title: _____

Schedule 3.14
Intellectual Property

- "Phoenix" billing and account management system is used internally by Conferencing Business. This system was created by an outside consulting firm more than five years ago. Seller holds no documentation concerning the assignment or retention of rights to the Phoenix system.
- Seller markets a registry product to the general population developed by Events On Line. It allows customers to pre-register for sales, marketing, and training events. Seller pays for the Events On Line system per customer use.

Service Mark Name	Description	Date	Status	Expiration ?
C Logo	Citizens Conferencing C Logo	11/18/2003	Registered	11/18/2013
CallView	Web portal to manage assisted calls, parts list, question and answer queues and real time polling	1/4/2005	Proceeding to registration	
Citizens Conferencing	Company Name	01/19/05	Pending, Further action needed from examiner	
Conference Call USA	Company Name	11/3/1992	Registered	11/3/2012
Conference Call USA and Design	Logo and Design for Company Name	8/23/1988	Registered	8/23/2008
Conference on Demand	Unassisted, unreserved audio conferencing service	12/6/2004	Waiting to file that the mark has acquired distinctiveness, since it has been used since Feb. 2000	
eAccess	Online reservation and account management service	9/30/2003	Registered	9/30/2013
EuroConference	Local European conferencing service	12/21/2004	Proceeding to registration	
VoiceCast	Webcasting Service	3/16/2004	Registered	3/16/2014
Web Place	Microsoft Live Meeting	12/7/2004	Registered	12/7/2014
Web View	WebEx Service	6/29/2004	Registered	6/29/2014
WebXchange	In house web conferencing service	10/11/2004	Withdrawal of application	
We've Got People Connected	Tagline	12/30/2003	Registered	12/30/2013