

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Verso Technologies, Inc.		10/28/2008	CORPORATION: MINNESOTA
Telemate.Net Software, Inc.		10/28/2008	CORPORATION: GEORGIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Telemate Holdings, LLC
<b>Street Address:</b>	5555 Triangle Parkway, NW
<b>Internal Address:</b>	Suite 150
<b>City:</b>	Norcross
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30092
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: GEORGIA

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2135146	TELEMATE
Registration Number:	2842848	ADAPTIVE FILTERING LAB
Registration Number:	2855828	ADAPTIVE FILTERING
Registration Number:	2752895	NETSPECTIVE WEBFILTER
Registration Number:	2750258	SIDESCAN
Registration Number:	2564357	NETSPECTIVE

**CORRESPONDENCE DATA**

Fax Number: (404)527-4198  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (404) 527-4986 (p)  
 Email: mlaip@mckennalong.com  
 Correspondent Name: Frank S. Benjamin  
 Address Line 1: 303 Peachtree Street, Suite 5300

**CH \$165.00 2135146**

Address Line 2: McKenna Long & Aldridge, LLP  
Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	28699.0002
NAME OF SUBMITTER:	Frank S. Benjamin
Signature:	/fsb/
Date:	07/20/2009

Total Attachments: 6  
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## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

WHEREAS, Verso Technologies, Inc. a Minnesota corporation, and/or Telemate.Net Software, Inc., a Georgia corporation (collectively, "Assignor") have adopted and are the owner of and have obtained intellectual property and other proprietary rights, including but not limited to (i) registrations for and common law rights in, and filed trademark applications on, certain trademarks and/or brand names and Assignor has established good will therein (collectively, the "Marks"), (ii) patents, patent applications and any reissues, continuations, continuations-in-part or reexaminations related thereto (collectively, the "Patents"), and (iii) the website domain names (the "Domain Names"), as identified and described in Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of September 22, 2008, as amended by that certain First Amendment to the Asset Purchase Agreement, dated as of October 3, 2008 (collectively, the "Purchase Agreement"), by and between Assignor and Telemate Holdings LLC, a Georgia limited liability company ("Assignee"), Assignor has agreed to assign all intellectual property and other proprietary rights in intangible assets that it owns or holds anywhere in the world related to the Business, as defined in the Purchase Agreement, including but not limited to the Marks, Patents and Domain Names (collectively the "Intellectual Property") to the Assignee;

NOW, THEREFORE, for good and valuable consideration, the premises and the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby unconditionally and irrevocably assign, transfer, convey and deliver unto Assignee all of Assignor's right, title and interest in the Intellectual Property, together with the common law rights, registrations, applications, designs, models, forms of property protection, and the goodwill of the Business symbolized by all of the foregoing, including but not limited to, the right to sue for past infringement by third parties, and the right to register and use the Intellectual Property without limitation.
2. To the extent that any portion of the Intellectual Property is not assignable to Assignee, then Assignor hereby grants to Assignee, and its respective successors and assigns, an unconditional, exclusive, worldwide, royalty-free, fully paid, irrevocable license or sublicense to use such rights, whether existing now or in the future, in any way and without any limitation whatsoever. The term of such license will be the duration of Assignor's rights that are unassignable to Assignee.
3. In the event that Assignor holds any such rights, whether existing now or in the future, that cannot be assigned, licensed or sublicensed to Assignee, the Assignor hereby irrevocably and unconditionally waives the enforcement of all such rights, and all claims and causes of action of any kind with respect to any of the foregoing against Assignee, its sublicensees, successors or assigns, whether now known or hereafter to become known, and Assignor agrees at the request of Assignee and its

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respective successors and assigns, to consent to and join in any action to enforce such rights and to procure a waiver of such rights from the holders of such rights.

4. Assignor hereby agrees that the Assignee shall have the right to record this instrument of assignment with the United States Patent and Trade Office or any similar entities or agencies.
5. Assignee may sell, assign, license or otherwise transfer or register any or all rights granted to it hereunder.
6. Assignor hereby agrees to execute any documents or perform such other and further acts as may be requested by Assignee, in order to vest, secure, perfect, confirm, record, register, enforce or otherwise enjoy any of the rights granted to Assignee hereunder.
7. In the event Assignee is unavailable, after reasonable notice to Assignor, for any reason whatsoever, to secure Assignor's signature to any document Assignee is required to execute in furtherance of this Agreement to vest, secure, perfect, confirm, record, register, enforce or otherwise enjoy the rights and interest of the Assignee in and to the Intellectual Property assignment hereunder, Assignor hereby irrevocably designates and appoints Assignee and its duly appointed officers and agents, to act for and on its behalf and instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the purposes to this Agreement with the same legal force and effect as if executed by Assignor.


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IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of October 28, 2008.

**ASSIGNOR:**

**VERSO TECHNOLOGIES, INC.**

By:   
Name: John L. Palmer  
Title: Chief Administration Officer

**TELEMATE.NET SOFTWARE, INC.**

By:   
Name: John L. Palmer  
Title: Chief Administration Officer

**ASSIGNEE:**

**TELEMATE HOLDINGS LLC**

By: \_\_\_\_\_  
Steven Tabaska, its Manager

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**TRADEMARK**  
**REEL: 004027 FRAME: 0828**

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of October 28, 2008.

**ASSIGNOR:**

**VERSO TECHNOLOGIES, INC.**

By: \_\_\_\_\_

Name: John L. Palmer

Title: Chief Administration Officer

**TELEMATE.NET SOFTWARE, INC.**

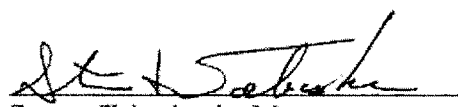
By: \_\_\_\_\_

Name: John L. Palmer

Title: Chief Administration Officer

**ASSIGNEE:**

**TELEMATE HOLDINGS LLC**

By:  \_\_\_\_\_  
Steven Tabaska, its Manager

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**Exhibit A**

**Patents**

Country	Name	Patent #	Issue Date
USA	System and Method for Managing Computer and Phone Network Resources	6,292,801	9/18/2001

**Patent Applications**

COUNTRY	TITLE	PATENT APP. NO.	FILING DATE	HOLDER/HISTORY
USA	Method, System and Apparatus for Monitoring and Controlling Internet Site Content Access	10/152,247	5/20/2002	Telemate
USA	Method and System for Monitoring and Controlling Network Traffic	11/162,560	9/14/2005	Telemate
USA	System and Method for Managing Computer and Phone Network Resources	10/162,836	6/4/2002	Telemate
USA	System and Method for Managing Computer and Phone Network Resources	10/908,208	5/2/2005	Telemate

**Trademarks**

COUNTRY	TRADEMARK	REG. NO.	REG. DATE	RENEWAL DATE	PRODUCT LINE
USA	Espectiv	2,568,172	5/7/2002	5/7/2012	Telemate
USA	Espectiv	2,564,356	4/23/2002	4/23/2012	Telemate
USA	Telemate	2,135,146	2/10/98	2/10/2018	Telemate
USA	Adaptive Filtering Lab	2,842,848	5/18/2004	5/18/2014	Telemate
USA	Adaptive Filtering	2,855,828	6/22/2004	6/22/2014	Telemate
USA	Netpective Webfilter	2,752,895	8/19/2003	8/19/2013	Telemate
USA	Sidescan	2,750,258	8/12/2003	8/12/2013	Telemate
USA	Netpective	2,384,357	4/23/2002	4/23/2012	Telemate

Domain Names

www.telemate.net

www.telemate.com

www.getnetspective.com

www.getnetspective.net