

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
QUILOGY, INC.		01/08/2010	CORPORATION: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DEUTSCHE BANK TRUST COMPANIES AMERICAS		
<b>Street Address:</b>	60 WALL STREET, MS NYC60-0219		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2583690	QUILOGY	
<b>Registration Number:</b>	2583691	THE ART AND SCIENCE OF BUSINESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3016380511		
<b>Email:</b>	ipresearchplus@comcast.net		
<b>Correspondent Name:</b>	IP Research Plus, Inc.		
<b>Address Line 1:</b>	21 Tadcaster Circle		
<b>Address Line 2:</b>	Attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Waldorf, MARYLAND 20602		
<b>ATTORNEY DOCKET NUMBER:</b>	35295		
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa		
<b>Signature:</b>	/pja/		

OP \$65.00 2583690

Date:

01/12/2010

**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT dated as of January 8, 2010, among ASPECT SOFTWARE INTERMEDIATE HOLDINGS LLC ("Parent"), ASPECT SOFTWARE, INC. (the "Borrower"), the subsidiaries of Parent listed on Schedule I hereto and DEUTSCHE BANK TRUST COMPANY AMERICAS, as Administrative Agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of July 11, 2006 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Parent, the Borrower, the Subsidiaries of Parent (as identified therein) and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second-Lien Credit Agreement dated as of July 11, 2006 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")), among Parent, Aspect International LLC ("Holdings"), the Borrower, the Lenders party thereto, the Administrative Agent, JPMorgan Chase Bank, N.A. and Deutsche Bank Trust Company Americas, as Syndication Agents, and Bear Stearns Corporate Lending Inc., JPMorgan Chase Bank, N.A. and Lehman Commercial Paper Inc., as Documentation Agents. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Parent and the Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, each Grantor's right, title or interest in or to any and all of the following assets and properties that are included in the Article 9 Collateral as defined in the Security Agreement now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection

therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");

all goodwill associated with or symbolized by the Trademarks; and

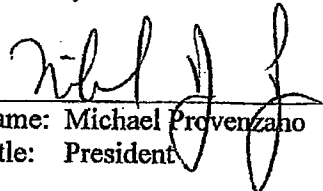
all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

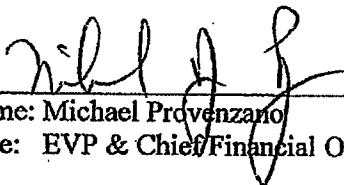
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

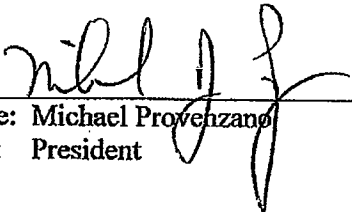
ASPECT SOFTWARE INTERMEDIATE HOLDINGS LLC,

By:   
Name: Michael Provenzano  
Title: President

ASPECT SOFTWARE, INC.,

By:   
Name: Michael Provenzano  
Title: EVP & Chief Financial Officer

QUILOGY, INC.,

By:   
Name: Michael Provenzano  
Title: President

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Administrative Agent,

by

*Paul O'Leary*  
Name: **Paul O'Leary**  
Title: **Director**

*E. J. Landaeta*  
Name: **Enrique Landaeta**  
Title: **Vice President**

[[NYCORP:3190947]]

TRADEMARK  
REEL: 004130 FRAME: 0109

Subsidiary Parties

Quilogy, Inc.

**U.S. REGISTERED TRADEMARKS**

<b>OWNER</b>	<b>TRADEMARK</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
Quilogy, Inc.	Quilogy	2583690	6/18/2002
Quilogy, Inc.	The Art and Science of Business	2583691	6/18/2002

[[NYCORP:3190947]]