

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUILOGY, INC.		01/08/2010	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	270 PARK AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2583690	QUILOGY	
Registration Number:	2583691	THE ART AND SCIENCE OF BUSINESS	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	35296		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/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 JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of September 22, 2005 (as reaffirmed on July 11, 2006, and 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 Amended and Restated 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., Lehman Commercial Paper Inc. and Wells Fargo Foothill, 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

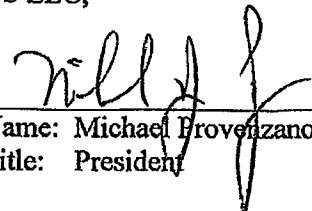
all assets, rights and interests that uniquely reflect or embody the Trademarks.

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.

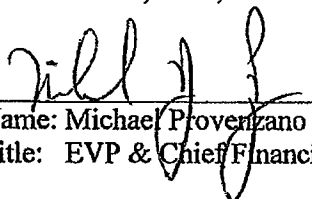
[Signature Pages Follow]

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

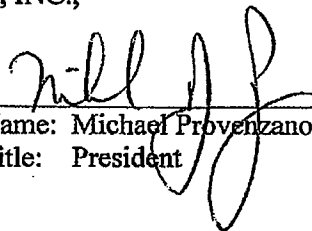
ASPECT SOFTWARE INTERMEDIATE HOLDINGS LLC,

By: 
Name: Michael Provenzano
Title: President

ASPECT SOFTWARE, INC.,

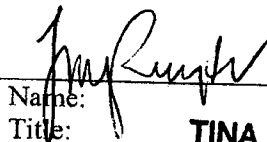
By: 
Name: Michael Provenzano
Title: EVP & Chief Financial Officer

QUILOGY, INC.,

By: 
Name: Michael Provenzano
Title: President

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by



Name:

Title:

TINA L. RUYTER
VICE PRESIDENT

[[NYCORP:3190946]]

Subsidiary Parties

Quilogy, Inc.

U.S. REGISTERED TRADEMARKS

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

[[NYCORP:3190946]]