

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL												
CONVEYING PARTY DATA													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Envox Group AB</td> <td></td> <td>10/20/2008</td> <td>CORPORATION: SWEDEN</td> </tr> <tr> <td>Envox Americas, Inc.</td> <td></td> <td>10/20/2008</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Envox Group AB		10/20/2008	CORPORATION: SWEDEN	Envox Americas, Inc.		10/20/2008	CORPORATION: DELAWARE
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<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">Name:</td> <td>Enghouse Systems Limited</td> </tr> <tr> <td>Street Address:</td> <td>80 Tiverton Court, 8th Floor</td> </tr> <tr> <td>City:</td> <td>Markham, Ontario</td> </tr> <tr> <td>State/Country:</td> <td>CANADA</td> </tr> <tr> <td>Postal Code:</td> <td>L3R 0G4</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: CANADA</td> </tr> </table>		Name:	Enghouse Systems Limited	Street Address:	80 Tiverton Court, 8th Floor	City:	Markham, Ontario	State/Country:	CANADA	Postal Code:	L3R 0G4	Entity Type:	CORPORATION: CANADA
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PROPERTY NUMBERS Total: 1													
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Registration Number:	2308386	ENVOX											
CORRESPONDENCE DATA													
<p>Fax Number: (602)382-6070 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 6023826367 Email: pdemello@swlaw.com Correspondent Name: John H. Platt, SNELL & WILMER L.L.P. Address Line 1: 400 E. Van Buren Address Line 4: Phoenix, ARIZONA 85004-2202</p>													
ATTORNEY DOCKET NUMBER:	08234.2500												
DOMESTIC REPRESENTATIVE													
<p>Name: Address Line 1: Address Line 2:</p>													

CH \$40.00 2308386

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

John H. Platt

Signature:

/John H. Platt/

Date:

01/14/2010

Total Attachments: 8

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STOCK AND ASSET PURCHASE AGREEMENT

This Stock and Asset Purchase Agreement (the "Agreement"), made this 20th day of October, 2008 (the "Closing Date"), is by and among Envov Group AB, a corporation formed under the laws of Sweden ("Seller"), Envov Americas, Inc., a Delaware corporation and wholly-owned subsidiary of Seller ("Americas"), and Enghouse Systems Limited, an Ontario corporation ("Purchaser").

RECITALS:

WHEREAS, Seller owns certain intellectual property, including source and object code, trademarks and copyrights, relating to software packages described on Schedule 4.8 hereto as the "Seller IP"; and

WHEREAS, Seller further owns beneficially and of record 100% of the outstanding shares of stock (collectively, the "Shares") of the following subsidiaries: (i) Americas; (ii) Envov EMEA AB, a corporation formed under the laws of Sweden ("EMEA Sub"); (iii) Envov UK Ltd., a corporation formed under the laws of the United Kingdom ("UK Sub"); (iv) Envov APAC PTE Ltd., a corporation formed under the laws of Singapore ("APAC Sub"); and (v) Envov LAB d.o.o., a corporation formed under the laws of Croatia ("Croatia Sub") (collectively, the "Subsidiaries"); and

WHEREAS, Americas owns certain intellectual property, including source and object code and copyrights, relating to software packages described on Schedule 4.8 hereto as the "Americas IP"; and

WHEREAS, Purchaser desires to acquire from Seller, and Seller desires to sell to Purchaser, the Seller IP, upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, Purchaser desires to acquire from Americas, and Americas desires to sell to Purchaser, the Americas IP, upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, Purchaser, through one or more of its subsidiaries, desires to acquire from Seller, and Seller desires to sell to Purchaser, the Shares, upon the terms and subject to the conditions set forth in this Agreement.

In consideration of the foregoing premises and the mutual agreements and covenants herein contained, the parties agree as follows:

1. SALE OF ASSETS; EXCLUDED ASSETS; ASSUMED LIABILITIES

1.1. **Purchase and Sale of Americas IP.** Immediately prior to the Closing, Americas shall sell, assign, transfer and convey to Purchaser, and Purchaser shall purchase from Americas, all of Americas' right, title and interest in and to the Americas IP, in exchange for a long-term (non-current) promissory note of Purchaser.

1.2. **Purchase and Sale of Seller IP.** Immediately prior to the Closing, Seller shall sell, assign, transfer and convey to Purchaser, and Purchaser shall purchase from Seller, all of Seller's right, title and interest in and to the Seller IP.

NOTE:

Pages 2-27 of this document redacted.

10.12. Severability. If any one or more provisions of this Agreement shall be declared illegal or unenforceable under any law, rule or regulation of any federal, state or local government, or any agency or bureau thereof, having jurisdiction over any of the parties hereto, such illegality or unenforceability shall not affect the validity and enforceability of the other provisions hereof, and the parties shall use reasonable efforts to modify this Agreement, to the extent possible, so as to eliminate such invalidity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

ENVOX GROUP AB

By: 

Jørgen Bladh
Chairman of the Board

ENVOX AMERICAS, INC.

By: _____

G. Leo Casey
President

ENGHOUSE SYSTEMS LIMITED

By: _____

Stephen J. Sadler
Chairman and CEO

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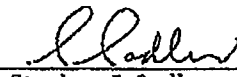
ENVOX AMERICAS, INC.

By:

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President

ENGHOUSE SYSTEMS LIMITED

By:



Stephen J. Sadler
Chairman and CEO

Schedule 4.8

Intellectual Property and Software Source Code

10/2/08

Intellectual Property (patents and trademarks):

Envox Intellectual Property (attached)
Intel Intellectual Property Agreement (from acq) (attached)
Intel Trademark Assignment to Envox (attached)

Intellectual Property (owned by entity):

· Envox Intellectual Property owned by entity (attached)

Software Location

Confirming CT Connect source code is in Fleet UK.
Confirming CT ADE, CDP and VoiceXML Studio source code in Zagreb.
Product Line Development Overview (attached)

Software Escrow

Iron Mountain Escrow Account (attached)

Domain Names

Domains (attached)

Envox Group AB - Intellectual Property
Software and Computer Programs, Source Code, Object Code, and Inventions
6/20/2002

NOTE:

Remainder of
this page
redacted.

Envvox Group AB - Intellectual Property

7/1/2008

TRADEMARKS

Trademarks - US

Mark

	<u>Juris</u>	<u>Reg No.</u>	<u>Filing Date</u>	<u>Reg Date</u>	<u>Exp Date</u>	<u>Classes</u>	<u>Status</u>
<i>ActiveCall</i>	US	3,457,529	10/31/07	7/1/08	07/01/18	9	<i>Expired - due to no example of active use in commerce. JH refiled on 10/31/07 using CD with ActiveCall label. Update 3/20/08 - final review completed - application will be published for opposition in the Official Gazette on 4/15/08. Trademark granted and received 7/8/08.</i>
Envvox	US	2,308,386	1/15/98	1/18/00	01/18/10	9	OK - exp 1/18/10
Show N Tel	US	2,108,811	original filing 9/17/1996; renew 10/31/07	10/28/97	10/28/17	9	JH sent renewal application on 10/31/07. Trademark renewed until 10/28/17.
Envvox CT ADE	US	3,348,665	6/21/2006; refiled 4/27/07	12/4/07	12/4/17	9	sent req to Jim 6/21; 4/27 update re-file using "Envvox" in mark; mark approved 10/1/07. Trademark renewed until 12/4/17.
Envvox CT Connect	US	3,352,357	6/21/2006; refiled 4/27/07	12/11/07	12/11/17	9	sent req to Jim 6/21; 4/27 update re-file using "Envvox" in mark; mark approved 10/1/07. Trademark renewed until 12/11/17.

NOTE:

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Schedule 4.8
redacted.

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