

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of trademark by default of security agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TELSTAR SOFTWARE CORPORATION		06/18/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3005 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	State Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77810195	TELSTAR HOSTED CONTACT CENTER SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(202)799-5144		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027994000		
Email:	dctrademarks@dlapiper.com		
Correspondent Name:	Ryan C. Compton		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	313980.2		
NAME OF SUBMITTER:	Ryan C. Compton		
Signature:	/Ryan C. Compton/		
Date:	01/19/2010		

OP \$40.00 77810195

Total Attachments: 6

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DISTRICT COURT, ARAPAHOE COUNTY, COLORADO Court Address: 7325 S. Potomac St. Englewood, CO 80112-4053	Filed JUN 18 2009 CLERK OF THE DISTRICT COURT ARAPAHOE COUNTY, COLORADO ▲ COURT USE ONLY ▲ <hr/> Case No. 2009 CV <u>1245</u> Courtroom: <u>407</u>
Plaintiff: SILICON VALLEY BANK, a California corporation. Defendants: TOUCHSTAR SOFTWARE CORPORATION, a Delaware corporation; TOUCHSTAR PRODUCTS, INC., a Delaware corporation; TOUCHSTAR INTERNATIONAL SALES LTD., a Delaware corporation.	
ORDER APPOINTING RECEIVER	

THIS MATTER having come before the Court on the Verified *Ex Parte* Motion for Appointment of Receiver (the "Motion"), filed by plaintiff Silicon Valley Bank ("Lender"), and the Court having considered the matter, being fully advised in the premises and for other good cause appearing,

HEREBY FINDS:

1. Jurisdiction and venue are proper.
2. The allegations set forth in the Motion establish a right to the appointment of a Receiver and the relief requested. Capitalized terms used in this Order and defined in the Complaint shall have the meanings given to those terms in such Complaint, unless otherwise defined in this Order.
3. The appointment of a receiver for the Collateral is reasonable and necessary for the protection of the assets and the rights of the parties in this case.
4. Defendants are in default on the Loan Documents and Guaranty for failure to pay the amounts due thereunder in accordance with the terms thereof, among other defaults.
5. Under the Loan Documents, Lender has an absolute right to a receiver of the Collateral in the present circumstances.

6. The Court, having reviewed the Loan Documents, hereby finds that the Defendants expressly authorized this *ex parte* appointment of a receiver and waived notice of this action.

7. Future payments on the Loan Documents or payments to otherwise protect the Collateral may not be forthcoming from the Defendants. Unless a receiver is appointed, Lender will sustain losses and diminution of its secured interest in the Collateral.

8. The principles of equity dictate that the Court appoint a receiver to protect the Collateral and the issues and profits thereof.

9. Eric N. Grothe is qualified to be appointed as receiver for the Collateral.

WHEREFORE, having considered the Complaint filed herein and Motion, being fully advised in the premises and for good cause appearing;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Eric N. Grothe is hereby appointed receiver over the Collateral (the "Receiver").
2. The Receiver is not required to post a bond.
3. The Receiver is hereby directed and empowered to take from Defendants, their agents and employees, immediate possession of the Collateral and all things of value relating to the Collateral, exclude the Defendants, their agents and employees, from such possession, operate the Collateral and collect the rents, revenues, income, profits and other benefits from the operation and management of the Collateral.
4. The Receiver is hereby appointed to take charge of and to manage, operate and protect the Collateral, and is hereby given the powers and authority usually held by receivers and reasonably necessary to accomplish the purpose of this receivership, including the following powers:
 - a. To take possession and assume control of the premises and all improvements thereto and all books, records and personal property relating to the Collateral;
 - b. To retain security personnel as necessary to secure the Collateral;
 - c. To conduct a full inventory of all personal property of Defendants;
 - d. To manage, operate, maintain, and otherwise control the Collateral as necessary to prevent diminution of the value of the Collateral including, but not limited to, (i) collection of rents and revenues and (ii) from the date of this order, the payment of taxes.

insurance, utility charge and other expenses and costs incurred in managing and preserving the Collateral;

e. To exercise all rights as to ownership of the Collateral subject to the limitations herein set forth;

f. To hire on a contract basis, personnel necessary to maintain and preserve the Collateral and to retain, hire and terminate property management and other personnel, and contract for and obtain such services, utilities, supplies, equipment, and goods as are reasonably necessary to operate, preserve and protect the Collateral and to make such repairs to the grounds and improvements on the Collateral as the receiver may reasonably deem necessary; provided however, no contract shall extend beyond the termination of the receivership unless authorized by Lender and the Defendants, which authorization shall be deemed granted as a matter of course, unless an objection to such contract or other agreement is given to the receiver within five (5) business days after the giving of written notice by the receiver of the proposed contract or other agreement to Lender and the Defendants and their respective counsel, if any;

g. To perform ordinary and necessary repairs and maintenance on the Collateral;

h. To make, enforce, modify, negotiate and enter into such leases of the Collateral as the Receiver may reasonably deem appropriate in connection with the discharge of the Receiver's duties; provided, however, no lease or other agreement shall extend beyond the termination of the receivership unless authorized by Lender and the Defendants, which authorization shall be deemed granted as a matter of course, unless an objection to such contract or other agreement is given to the receiver within ten (10) business days after the giving of written notice by the receiver of the proposed lease or other agreement to Lender and the Defendants and their respective counsel, if any;

i. To open, transfer and change all bank and trade accounts relating to the Collateral, so that all such accounts are in the name of the receiver;

j. To obtain and renew all insurance policies that the receiver deems necessary for the protection of the Collateral and the interests of the receiver and the parties to this action with respect to the Collateral;

k. Upon written notice to Lender, the Defendants, and such other parties who enter an appearance in this action, to issue receiver's certificates of indebtedness, in exchange for funds advanced by Lender or third parties during the term of this receivership, which receiver's certificates shall be a lien upon the Collateral to the extent permitted by applicable law, shall be payable upon demand and shall bear interest at the rate of seven percent (7.0%) per annum, to fund the expenses of the receivership in excess of the income derived from the Collateral;

l. To borrow from Lender, on such reasonable terms as may be mutually acceptable to Lender and the receiver, funds to meet working capital needs of the Collateral in excess of the income from the Collateral, such borrowings to be advanced under the Loan Documents to be added to the outstanding indebtedness of the Defendants pursuant to the Loan Documents or to be evidenced by one or more receivers' certificates as provided in subparagraph k above, as Lender and the receiver may mutually determine;

m. To apply for, obtain and renew as necessary all licenses and permits required for the operation of the Collateral;

n. With respect to any operation or activity that is now conducted on the Collateral or is customarily conducted on similar properties, and that may lawfully be conducted only under governmental license or permit, to continue such operation or activity under the licenses or permits issued to the Defendants subject to compliance with the terms thereof;

o. To enter into contracts for those services necessary to aid the Receiver in the administration of the receivership, including, without limitation, the retention of attorneys and accountants, with all reasonable expenses incurred in connection therewith deemed to be expenses of the receivership;

p. To institute such legal actions as the receiver deems necessary to collect accounts and debts, and enforce leases and other agreements relating to the Collateral, and to recover possession of the Collateral from persons who may now or in the future be wrongfully occupying the Collateral or any part thereof;

q. To change any or all locks at the premises to secure the Collateral;

r. Generally to do such other lawful acts as the receiver reasonably deems necessary to the effective operation and management of the Collateral and to perform such other functions and duties as may from time to time be required and authorized by this Court, by the laws of the State of Colorado or by the laws of the United States of America;

s. To hire K&E, Inc., a Colorado corporation to assist the Receiver in executing his duties hereunder;

t. To hire Phoenix Advisory Group as business consultants to provide management services solely in developing and executing an action plan for maximizing value of the Collateral under the terms of the Letter Agreement dated June 2009;

u. To deliver possession of the Collateral to Lender upon request; and

v. As expressly requested by Lender in the Motion, Receiver is hereby authorized to convey title to the Collateral on behalf of Lender to the fullest extent as otherwise given to a foreclosing lender under the Uniform Commercial Code and the Loan Documents.

provided that Lender has otherwise complied with the applicable provisions of the Uniform Commercial Code and the Loan Documents.

5. IT IS FURTHER ORDERED that the Receiver is hereby authorized to apply the rents, revenues, issues and profits collected by the receiver in connection with the management and operation of the Collateral: FIRST, to the necessary and reasonable costs of maintaining and preserving the Collateral, including the fees of the receiver as set forth below; SECOND, to the out-of-pocket expenses of the receiver; THIRD, to the payment of the indebtedness secured by the Loan Documents and Guaranty; and FOURTH, to a fund to be held by the receiver in a federally insured, interest-bearing account pending further order of this Court.

6. IT IS FURTHER ORDERED that the Receiver's compensation for services hereunder shall be \$100.00 per hour. Receiver is authorized to hire K&E, Inc., a Colorado corporation to assist the Receiver in executing his duties hereunder, with K&E, Inc.'s compensation to be at the Receiver's hourly rate with clerical duties to be billed at ~~\$75.00~~ 50.00 per hour.

7. IT IS FURTHER ORDERED that the Receiver shall file periodically with this Court a report, and serve same on counsel for Lender, the Defendants, and all other persons who enter an appearance in this action, concerning the management of the Collateral, and shall endeavor to wind up the receivership expeditiously in cooperation with Lender otherwise at the direction of the Court.

8. IT IS FURTHER ORDERED that the Defendants, and all persons in active concert and participation with them, including employees, agents, managers, accountants and banks, be, and the same hereby are, ordered to deliver immediately over to the Receiver or their agents all receivership Collateral described above, including without limitation, any and all rental payments, lease payments, keys to the property, accounts receivable, security deposits, trust accounts, bank accounts, personal needs accounts, personnel files, operations manuals, financial records, payroll records, records, contracts for outside services and consultants, certificates and licenses, contracts, leases, rent rolls, fixtures, inventory, supplies, furniture and equipment used or associated therewith, and all other things of value relating to the Collateral (including without limitation to such records and other papers in her possession or under her control as may be pertinent to the status of the Collateral and the receiver's operation and management thereof), and continue to deliver immediately to the receiver all books, rent rolls and other records relating to the operation, maintenance and management of the receivership Collateral, and to permit the receiver to carry out his duties hereunder without interference.

9. IT IS FURTHER ORDERED that by making this request for the appointment of a Receiver, Lender does not render itself liable for the costs and expenses of the Receiver nor is Lender required to advance funds to the Receiver to meet the working capital needs of the Collateral except in the form of loans as outlined above.

10. AND IT IS FURTHER ORDERED that except as may be expressly authorized by this Court hereafter upon notice and a hearing, the Defendants, and his agents, employees, representatives

50.00 per hour
+ 0.12
Clerical
Duties
GTC
6/18/09

or anyone claiming under such are enjoined from:

- a. Collecting any rents, revenues, issues and profits from the Collateral or withdrawing funds from any Lender or other depository account relating to the Collateral;
- b. Terminating or causing to be terminated any license, permit, lease, contract or agreement relating to the Collateral or the operation of any of the businesses on the Collateral;
- c. Removing fixtures attached to the premises or entering or damaging the Collateral in any manner; or
- d. Otherwise interfering with the operation of the Collateral or the receivership's discharge of his duties hereunder.

11. Sheriff's assistance to enforce the terms of this Order in the form of peacekeeping duties is hereby authorized. The Receiver shall forthwith file an oath of receiver.

12. Lender shall forthwith serve a Summons, the Verified Complaint, Motion and this Order on the Defendants and the Receiver shall deliver a copy of this Order to all persons in possession of the Collateral or otherwise affected by this Order.

ORDERED this 12 day of June, 2009.

BY THE COURT:


District Court Judge