

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			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		12/31/2009	State Chartered Bank: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Telstar Hosted Services, Inc.		
Street Address:	2711 CENTERVILLE ROAD		
Internal Address:	SUITE 400		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	CORPORATION: DELAWARE		
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:	313680.2		
NAME OF SUBMITTER:	Ryan C. Compton		
Signature:	/Ryan C. Compton/		

OP \$40.00 77810195

Date:

01/19/2010

Total Attachments: 8

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of December 31, 2009, between **SILICON VALLEY BANK**, a California State Chartered Bank ("Assignor"), and **TELSTAR HOSTED SERVICES, INC.**, a Delaware corporation ("Assignee").

WHEREAS, Assignor has acquired all rights, title and interest in and to the United States trademark registrations and applications listed in the attached Schedules A and B (collectively, the "Marks"); and

WHEREAS, Assignee and Assignor are parties to the Secured Creditor Asset Purchase Agreement, dated December 31, 2009 (the "Agreement"), pursuant to which Assignor has agreed to, among other things, sell and Assignee has agreed to purchase through a private sale under §4-9-610 of the Uniform Commercial Code the Transferred Assets (as defined in the Agreement).

NOW THEREFORE, be it known that, for and in consideration of \$1,325,000.00, and other good and valuable consideration, the receipt of which Assignor acknowledges, the parties hereto agree as follows:

1. This Assignment covers (a) the Marks, including, without limitation, trademarks, service marks, brand names, trade dress and domain names, together with the goodwill associated with the foregoing and the ongoing and existing business to which the trademarks pertain; (b) any extension or renewal of any such registration or application set forth in subsection (a) hereof; (c) any unregistered rights in any of the foregoing; (d) all rights therein provided by international treaties and conventions, and all rights to obtain trademarks and registrations thereto, in each case in all countries throughout the world; and (e) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (e) hereof, collectively, the "Assigned Intellectual Property").

2. Assignor, as authorized pursuant to C.R.S. §4-9-617, does hereby sell, assign, transfer, and set over unto Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to the Assigned Intellectual Property in all countries throughout the world, and the assets of the business associated with the Assigned Intellectual Property, in its entirety, and Assignor hereby authorizes and requests any official whose duty it is to issue registrations thereon to issue same to Assignee, its successors and assigns, in accordance with the terms of this Assignment.

3. This Assignment supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among Assignor and Assignee relating to the subject matter hereof. No waiver of any breach or condition of this Assignment shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. If any provision of this Assignment is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so

that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts entered into and to be wholly performed within Colorado, without regard to conflicts of laws provisions thereof.

4. WITHOUT LIMITING IN ANY WAY THE PROVISIONS OF THE SECURED CREDITOR ASSET PURCHASE AGREEMENT DATED DECEMBER 31, 2009 BETWEEN ASSIGNOR AND ASSIGNEE, INCLUDING THE ASSIGNOR'S REPRESENTATIONS AND WARRANTIES SET FORTH THEREIN, ALL OF WHICH APPLY TO THIS ASSIGNMENT AND ALL OF WHICH TERMS OF THE SECURED CREDITOR ASSET PURCHASE AGREEMENT ARE APPLICABLE TO THIS ASSIGNMENT AND THE CONVEYANCE EFFECTUATED PURSUANT HERETO, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE TITLE TO THE ASSIGNED INTELLECTUAL PROPERTY; THE CONDITION, DESIGN, OR QUALITY OF THE ASSIGNED INTELLECTUAL PROPERTY; THE FITNESS OF THE ASSIGNED INTELLECTUAL PROPERTY FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE ASSIGNED INTELLECTUAL PROPERTY; COMPLIANCE OF THE ASSIGNED INTELLECTUAL PROPERTY WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; TRADEMARK INFRINGEMENT; LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE ASSIGNED INTELLECTUAL PROPERTY OR THE CONFORMITY OF THE ASSIGNED INTELLECTUAL PROPERTY TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE, OR PERFORMANCE OF THE ASSIGNED INTELLECTUAL PROPERTY; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ASSIGNED INTELLECTUAL PROPERTY. ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE ASSIGNED INTELLECTUAL PROPERTY.

5. ASSIGNOR SHALL HAVE NO LIABILITY TO ASSIGNEE OR ANY PERSON WHOMSOEVER (INCLUDING LICENSEES OR PURCHASERS OF ALL OR ANY OF THE ASSIGNED INTELLECTUAL PROPERTY) FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY, OR CONSEQUENTIALLY BY THE ASSIGNED INTELLECTUAL PROPERTY OR ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE ASSIGNED INTELLECTUAL PROPERTY OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM ASSIGNOR'S OR ASSIGNEE'S NEGLIGENCE OR OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT THE ASSIGNED INTELLECTUAL PROPERTY.

6. ASSIGNEE PURCHASES THE ASSIGNED INTELLECTUAL PROPERTY AS IS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Assignee accepts the Assigned Intellectual Property subject to the terms of this Assignment.

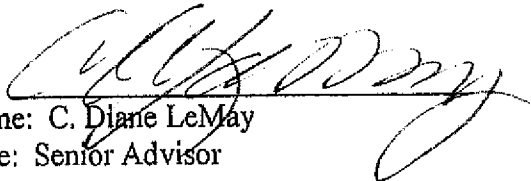
7. Assignee agrees to be responsible for all taxes, that are hereafter are incurred, assessed, or imposed on the Assigned Intellectual Property or as a result of the ownership or sale of the Assigned Intellectual Property, except as expressly provided otherwise in the Asset Purchase Agreement. Assignee hereby agrees to hold Assignor harmless from and against any and all taxes, that are hereafter incurred, assessed or imposed on the Assigned Intellectual Property or as a result of the ownership of the Assigned Intellectual Property.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment on the date set forth above.

SILICON VALLEY BANK, a California State Chartered Bank
Pursuant to CRS § 4-9-617

For itself and for and on behalf of Telstar Software Corporation, a Delaware corporation; Telstar Products Inc., a Delaware corporation; and Telstar International Sales Ltd., a Delaware corporation

By:


Name: C. Diane LeMay
Title: Senior Advisor

TELSTAR HOSTED SERVICES, INC., a
Delaware corporation

By: _____
Name: _____
Title: _____

6. ASSIGNEE PURCHASES THE ASSIGNED INTELLECTUAL PROPERTY AS IS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Assignee accepts the Assigned Intellectual Property subject to the terms of this Assignment.

7. Assignee agrees to be responsible for all taxes, that are hereafter are incurred, assessed, or imposed on the Assigned Intellectual Property or as a result of the ownership or sale of the Assigned Intellectual Property, except as expressly provided otherwise in the Asset Purchase Agreement. Assignee hereby agrees to hold Assignor harmless from and against any and all taxes, that are hereafter incurred, assessed or imposed on the Assigned Intellectual Property or as a result of the ownership of the Assigned Intellectual Property.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment on the date set forth above.

SILICON VALLEY BANK, a California State Chartered Bank
Pursuant to CRS § 4-9-617

For itself and for and on behalf of Telstar Software Corporation, a Delaware corporation; Telstar Products Inc., a Delaware corporation; and Telstar International Sales Ltd., a Delaware corporation

By: _____
Name: C. Diane LeMay
Title: Senior Advisor

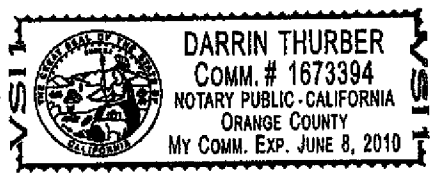
TELSTAR HOSTED SERVICES, INC., a
Delaware corporation

By: _____
Name: James P. Dunn
Title: CEO

STATE OF CA)
COUNTY OF Orange)

Before me, a Notary Public in and for the said county, personally appeared C. Diane LeMay as Senior Advisor of Silicon Valley Bank, known to me to be the person to be the person who executed the foregoing instrument.

Whereof, I have hereunto set my hand and affixed my official seal this 4th day of January, ~~2009.~~ 2010.



D. Thurber
NOTARY PUBLIC

STATE OF _____)
COUNTY OF _____)

Before me, a Notary Public in and for the said county, personally appeared _____ as _____ of TelStar Hosted Services, Inc., known to me to be the person to be the person who executed the foregoing instrument.

Whereof, I have hereunto set my hand and affixed my official seal this ____ day of December, 2009.

NOTARY PUBLIC

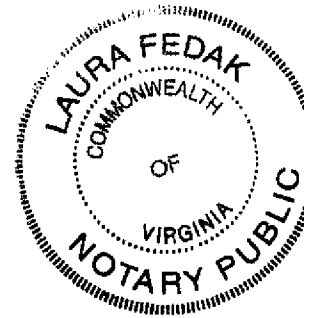
STATE OF _____)
COUNTY OF _____)

Before me, a Notary Public in and for the said county, personally appeared C. Diane LeMay as Senior Advisor of Silicon Valley Bank, known to me to be the person to be the person who executed the foregoing instrument.

Whereof, I have hereunto set my hand and affixed my official seal this ____ day of December, 2009.

NOTARY PUBLIC

STATE OF Virginia)
COUNTY OF Loudon)



Before me, a Notary Public in and for the said county, personally appeared James Dunn as CEO of TelStar Hosted Services, Inc., known to me to be the person to be the person who executed the foregoing instrument.

Whereof, I have hereunto set my hand and affixed my official seal this 2^{sr} day of December, 2009.

Laura Fedak
NOTARY PUBLIC

My commission expires 3 May 2012
Notary Registration Number 353590

**SCHEDULE A
TRADEMARK REGISTRATIONS**

None

**SCHEDULE B
TRADEMARK APPLICATIONS**

Docket #	Country	Trademark	Status	Application #	Filing Date
	USA	Telstar Hosted Contact Center Solutions	Application submitted to US Patent & Trademark Office	6038406	8/4/2009