

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
ASPECT SOFTWARE, INC.		05/07/2010	CORPORATION: DELAWARE
ASPECT SOFTWARE, INC. (AS SUCCESSOR TO ASPECT COMMUNICATIONS CORPORATION)		05/07/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	P.O. BOX 2558
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77252-2558
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1444998	ASPECT
Registration Number:	1502883	ASPECT CALLCENTER
Registration Number:	1855601	ASPECT
Registration Number:	1856644	ASPECT
Registration Number:	2129193	SPECTRUM
Registration Number:	2440761	LYRICALL
Registration Number:	2583690	QUILOGY
Registration Number:	2583691	THE ART AND SCIENCE OF BUSINESS
Registration Number:	2709938	RIGHTFORCE
Registration Number:	2814944	ASPECT
Registration Number:	2884716	CONCERTO SOFTWARE

OP \$515.00 1444998

Registration Number:	2976846	CONCERTO SOFTWARE
Registration Number:	3178375	TRANSFORMING THE WAY COMPANIES INTERACT WITH THEIR CUSTOMERS
Registration Number:	3309024	ASPECT
Registration Number:	3309025	ASPECT SOFTWARE
Registration Number:	3588128	PERFORMANCEEDGE
Registration Number:	3616620	UNIFIED COMMAND AND CONTROL
Registration Number:	3715950	COMETOGETHER
Registration Number:	3750899	UNIFIED IP
Serial Number:	77789214	UNIFIED IP

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 301-638-0511
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:	35707
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	06/07/2010

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT dated as of May 7, 2010 (this "Agreement"), among ASPECT SOFTWARE PARENT, INC., a Delaware corporation ("Parent"), ASPECT SOFTWARE, INC., a Delaware corporation (the "Borrower"), and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of May 7, 2010 (as amended, supplemented or otherwise modified from time to time, the "Collateral 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 Credit Agreement dated as of May 7, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among Parent, Aspect Software Intermediate Holdings LLC, a Delaware limited liability company, Aspect International LLC, a Delaware limited liability company, the Borrower, the Lenders party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and JPMorgan Chase Bank, N.A. and Bank of America, N.A., as Co-Syndication Agents. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Parent is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral 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 Collateral 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 and interest in and to any and all of the following assets and properties that are included in the Article 9 Collateral as defined in the Collateral 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. Collateral 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 Collateral 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 Collateral 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 Collateral Agreement, the terms of the Collateral 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 PARENT, INC.,

by


Name: Michael J. Provenzano III
Title: President

ASPECT SOFTWARE, INC.,

by

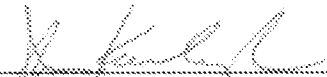

Name: Michael J. Provenzano III
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

[(3212923)]

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

by


Name: John G. Kopyalczuk
Title: Executive Director

[Signature Page to the Trademark Security Agreement]

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TRADEMARK
REEL: 004219 FRAME: 0981

Schedule I

A. ASPECT SOFTWARE, INC.

U.S. REGISTERED TRADEMARKS


TRADEMARK	REG. NO.	REG. DATE
LYRICALL	2,440,761	4/3/01
CONCERTO SOFTWARE	2,884,716	9/14/04
CONCERTO SOFTWARE & DESIGN	2,976,846	7/26/05
RIGHTFORCE	2,709,938	4/22/03
SPECTRUM	2,129,193	1/13/98
TRANSFORMING THE WAY COMPANIES INTERACT WITH THEIR CUSTOMERS	3,178,375	11/28/06
ASPECT AND DESIGN TM	3,309,024	10/9/07
ASPECT SOFTWARE	3,309,025	10/9/07
PERFORMANCEEDGE	3,588,128	3/10/09
UNIFIED COMMAND CONTROL	3,616,620	5/5/09
UNIFIED IP	3,750,899	2/16/10
COMETOGETHER	3,715,950	11/24/09
QUILOGY	2583690	6/18/02
THE ART AND SCIENCE OF BUSINESS	2583691	6/18/02


U.S. TRADEMARK APPLICATIONS

TRADEMARK	SER. NO.	FILING DATE
UNIFIED IP	77/789,214	7/24/09

B. ASPECT SOFTWARE, INC. (AS SUCCESSOR TO ASPECT COMMUNICATIONS CORPORATION)

U.S. REGISTERED TRADEMARKS

TRADEMARK	REG. NO.	REG. DATE
ASPECT CALLCENTER	1502883	9/6/88
ASPECT  ASPECT	1856644	10/4/94

TRADEMARK	REG. NO.	REG. DATE
ASPECT  ASPECT	1444998	6/30/87
ASPECT	1855601	9/27/94
ASPECT	2814944	2/17/04

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