

TO: JODI A. REYNOLDS, ESQ. COMPANY: 1600 BAUSCH & LOMB PLACE

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1



<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Formula Telecom Solutions, Inc.		12/27/2010	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	PAETEC Software Corp.
<b>Street Address:</b>	600 Willowbrook Office Park
<b>City:</b>	Fairport
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14450
<b>Entity Type:</b>	CORPORATION: New York

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2631506	BILLINGCENTRAL
Registration Number:	1715320	NETWORK STRATEGIES
Registration Number:	2707643	REVCHAIN

**CORRESPONDENCE DATA**

Fax Number: (585)232-2152  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 5852326500  
 Email: jreynolds@haelaw.com  
 Correspondent Name: Jodi A. Reynolds, Esq.  
 Address Line 1: 1600 Bausch & Lomb Place  
 Address Line 4: Rochester, NEW YORK 14604

<b>ATTORNEY DOCKET NUMBER:</b>	97008.000003
<b>NAME OF SUBMITTER:</b>	Jodi A. Reynolds
<b>Signature:</b>	/Jodi A. Reynolds/

CH 590.00 2631506

TO: JODI A. REYNOLDS, ESQ. COMPANY: 1600 BAUSCH & LOMB PLACE

Date:	02/07/2011
<p>Total Attachments: 8 source=Assignment of Trademarks#page1.tif source=Assignment of Trademarks#page2.tif source=Assignment of Trademarks#page3.tif source=Assignment of Trademarks#page4.tif source=Assignment of Trademarks#page5.tif source=Assignment of Trademarks#page6.tif source=Assignment of Trademarks#page7.tif source=Assignment of Trademarks#page8.tif</p>	

TO: JODI A. REYNOLDS, ESQ. COMPANY: 1600 BAUSCH & LOMB PLACE

## EXECUTION VERSION

### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated December 27, 2010 (the "Effective Date") is made by and between Formula Telecom Solutions, Inc., a Delaware corporation ("Assignor"), and PAETEC Software Corp., a New York corporation ("Buyer"). Capitalized terms used in this Assignment but not otherwise defined shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined herein).

WHEREAS, Assignor, Formula Telecom Solutions, Ltd., and Buyer are party to an Asset Purchase Agreement dated December 9, 2010 (the "Asset Purchase Agreement"); and

WHEREAS, Assignor desires to sell, convey, transfer, and assign, and Buyer desires to purchase and acquire, all right, title and interest in and to each trademark and product name included in the Acquired Assets (as defined in the Asset Purchase Agreement) identified on Schedule A and all registrations, applications for registration, common law rights and goodwill associated therewith and symbolized thereby (referred to collectively in this Assignment as the "Trademarks") pursuant to the Asset Purchase Agreement,

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby irrevocably transfers and assigns to Buyer all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill associated with the Trademarks, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and all foreign countries that are or may be secured under the laws of the United States or such foreign countries, now or hereafter in effect, for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this transfer and assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for the sole use and enjoyment of Buyer and its successors and assigns,

Assignor authorizes and requests the Director of the United States Patent and Trademark Office, the trademark office of any foreign country, and any other similar government authority to record Buyer as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Buyer, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Buyer and its successors and assigns.

Assignor shall provide to Buyer and its successors and assigns, reasonable cooperation and assistance at Buyer's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documents or instruments as may be reasonably required) in connection with: (a) preparation and prosecution of any application for registration or renewal of a registration

TO: JODI A. REYNOLDS, ESQ. COMPANY: 1600 BAUSCH & LOMB PLACE

covering any of the Trademarks, (b) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment, (c) obtaining any additional protection for the Trademarks that Buyer reasonably may deem appropriate that may be secured under the laws of the United States or any foreign country, now or hereafter in effect and (d) implementation, perfection and/or recording of this Assignment.

Assignor has made certain representations and warranties with respect to the Trademarks pursuant to the Asset Purchase Agreement. For the avoidance of doubt, such representations and warranties shall survive the execution of this Assignment to the extent provided by the terms of the Asset Purchase Agreement. Nothing in this Assignment shall be deemed to supersede, enlarge or modify any of the provisions of the Asset Purchase Agreement. In the event of any conflict or inconsistency between this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.

This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its principles of conflicts of law.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Facsimile signatures or signatures delivered by email in .pdf or similar format shall be deemed original signatures for purposes of this Assignment.

[signatures appear on the following pages]

TO: JODI A. REYNOLDS, ESQ. COMPANY: 1600 BAUSCH & LOMB PLACE

IN TESTIMONY WHEREOF, Assignor and Buyer have caused this Assignment to be executed by their duly authorized representatives on December 27, 2010.

ASSIGNOR:

FORMULA TELECOM SOLUTIONS, INC.

By: [Signature]  
Name: AMOS SEWAN  
Title: Chairman

FORMULA TELECOM SOLUTIONS, INC.

By: [Signature]  
Name: Kenneth J. Hyatt  
Title: Director

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of December, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument; and who, being by me duly sworn, did depose and say that they reside in \_\_\_\_\_ County; and they are the \_\_\_\_\_ of Formula Telecom Solutions, Inc., the corporation described in and which executed the above instrument; that they sign their name thereto by authority of the Board of Directors of said corporation; and that by their signature on the instrument, Formula Telecom Solutions, Inc. executed the instrument.

\_\_\_\_\_  
Notary Public  
Commission Expires: \_\_\_\_\_

(SEAL)

TO: JODI A. REYNOLDS, ESQ. COMPANY: 1600 BAUSCH & LOMB PLACE

No. 127/2010

**AUTHENTICATION OF SIGNATURE  
OF PERSON SIGNING ON BEHALF  
OF A BODY CORPORATE OR IN THE  
NAME OF ANOTHER PERSON**

I, the undersigned: HAIM HIRSHMAN,  
NOTARY, at 78 Dizengoff St.  
Tel - Aviv, Israel Hereby certify that on  
27 of December 2010, there appeared  
before me at my office :

- Mr. AMOS SIVAN**  
whose identity was proved to me by  
Israeli passport No. 10913697 Issued  
by The Ministry of the Interior at  
Kfar-Saba on 16 of May 2006
- Mr. RONNEN YITZHAK**  
whose identity was proved to me by  
Israeli Identity booklet No. 057686594  
Issued by The Ministry of the Interior  
at Ramat-Gan on 24 of February 1986.

And signed of their own free will the  
attached document marked "A/1" - "A/6",  
on behalf of: **FORMULA TELECOM  
SOLUTIONS, INC.**  
and I certify that, with a view to  
establishing the right of the above to sign  
on behalf of: **FORMULA TELECOM  
SOLUTIONS INC.**  
there has been produced to me a  
confirmation of Mr. Guy Eyal, advocate  
dated 27 of December 2010.  
In witness whereof I hereby authenticate  
the signatures of the above-named by my  
own signature and seal today 27 of  
December 2010.

New shekel 460.50 fees due including  
v.a.t. and for a copy which was made  
simultaneously with the original  
certification.

**אימות חתימתו של אדם בשם  
תאגיד או בשם אדם אחר**

אני הח"מ: חיים הירשמן, נוטריון  
ברחוב דיזנגוף 78, תל-אביב, ישראל

מאשר כי ביום 27.12.2010  
נמצאו לפני במשרדי:

1. מר עמוס סיון שהותוו חתמתו לי על  
פי דרכון ישראלי מס' 10913697  
שהוצא על ידי משרד הפנים  
בכפר-סבא ביום 16.5.2006.
2. מר רונן יצחק  
שהותוו חתמתו לי על פי תעודת  
זהות ישראלית מס' 057686594  
שהוצאה על ידי משרד הפנים  
ברמת-גן ביום 24.2.1986.

וחתמו מרצונם האופשי על המסמך  
המצורף המסומן באות  
"א/1" - "א/6",  
בשם: פורמולה טלקום סולושנס אינק.

ואני מאשר כי לחובת רשות ח"מ  
לחתום בשם: פורמולה טלקום סולושנס  
אינק., הוצג בפני אישור עו"ד גיא אייל  
מיום 27.12.2010.

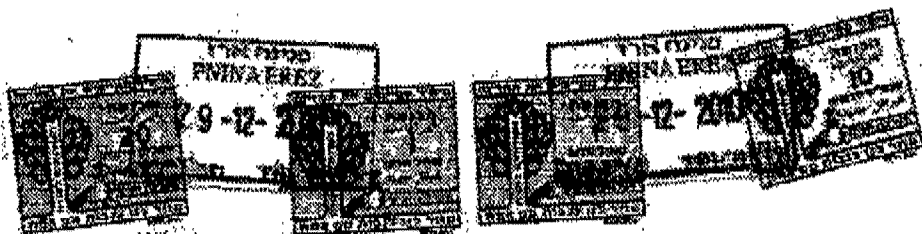
ולראית תאני מאשר את החתימות ח"מ  
בחתימת ידי ובחותמי, היום 27 בחודש  
דצמבר 2010.

שכר בסך 460.50 שקל חדש כולל מע"מ  
חדש ועבור הענקת במעמד האישר  
המקורי.



149-10-2

TO: JODI A. REYNOLDS, ESQ. COMPANY: 1600 BAUSCH & LOMB PLACE




פתח תקוה  
 פנינה ערז  
 29-12-2010  
 תל אביב

פתח תקוה  
 פנינה ערז  
 29-12-2010  
 תל אביב

**APOSTILLE**  
(Convention de la Haye du 5 Octobre 1961)

1. STATE OF ISRAEL This public document	מדינת ישראל זהו מסמך ציבורי
2. Has been signed by Advocate <i>E. Hershkovitz</i>	הוא חתום על ידי ד"ר <i>E. Hershkovitz</i>
3. acting in capacity of Notary	מכהן בתפקיד של שופט
4. bears the seal/stamp of the above Notary	נשאת את הטבעת/החותם של השופט לעיל
<b>Certified</b>	
5. at the District Court, Tel Aviv-Jaffa	בבית דין המחוזי בתל אביב-יפו
6. Date: <b>29.12.2010</b>	תאריך: <b>29.12.2010</b>
7. by an official appointed by Minister of Justice under the Notaries Law, 1976.	על ידי רשמי ממונה על ידי מזכרת המשפטים לפי חוק שופטים, 1976.

Serial number: \_\_\_\_\_  
 Seal/Stamp: \_\_\_\_\_  
 Signature: \_\_\_\_\_



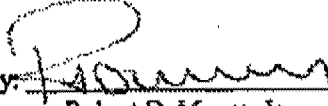
פתח תקוה  
 פנינה ערז  
 29-12-2010  
 תל אביב

פתח תקוה  
 פנינה ערז  
 29-12-2010  
 תל אביב

TO: JODI A. REYNOLDS, ESQ. COMPANY: 1800 BAUSCH & LOMB PLACE

**BUYER:**

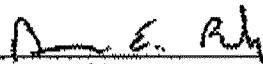
**PAETEC SOFTWARE CORP.**

By:   
 Name: Robert D. Moore, Jr.  
 Title: Executive Vice President and Chief Information Officer

**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF NEW YORK )  
 ) SS:  
 COUNTY OF MONROE )

On this 27th day of December, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert D. Moore, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument; and who, being by me duly sworn, did depose and say that they reside in Monroe County; and they are the Executive Vice President and Chief Information Officer of PAETEC Software Corp., the corporation described in and which executed the above instrument; that they sign their name thereto by authority of the Board of Directors of said corporation; and that by their signature on the instrument, PAETEC Software Corp. executed the instrument.

  
 Notary Public  
 Commission Expires: JULY 25 2013

(SEAL)

Dwayne Eric Black  
 Notary Public, State of New York  
 No. 0281513036  
 Qualified in Monroe County  
 Commission Expires July 25, ~~2012~~ 2013



TO: JODI A. REYNOLDS, ESQ. COMPANY: 1600 BAUSCH &amp; LOMB PLACE

**Schedule A**

## Trademarks

BILLINGCENTRAL	76/350,531	December 19, 2001	2631506	October 8, 2002	Registered	USA	9
D AND DESIGN	899736	January 8, 2002	899736	January 8, 2002	Registered	AU	9
DALEEN	899735	January 8, 2002	899735	January 8, 2002	Registered	AU	9
NETWORK STRATEGIES	74/227,372	December 5, 1991	1715320	September 15, 1992	Renewed	USA	9
POWERING YOUR REVENUE CHAIN	904855	February 28, 2002	904855	February 28, 2002	Registered	AU	9
REVCCHAIN	904852	February 28, 2002	904852	February 28, 2002	Registered	AU	9
REVCCHAIN	76/180,308	December 13, 2000	2707643	April 15, 2003	Registered	USA	9
A BETTER WAY TO BILL	None	None	None	None	None	Worldwide	
ABILITI SOLUTIONS	None	None	None	None	None	Worldwide	
ABILITI	None	None	None	None	None	Worldwide	
D and Design	None	None	None	None	None	Worldwide	
DALEEN	None	None	None	None	None	Worldwide	
DALEEN Corporate Logo (horizontal)	None	None	None	None	None	Worldwide	
DALEEN Corporate Logo (vertical)	None	None	None	None	None	Worldwide	
DALEEN TECHNOLOGIES, INC. and design	None	None	None	None	None	Worldwide	
DALEEN TECHNOLOGIES, INC.	None	None	None	None	None	Worldwide	

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TO: JODI A. REYNOLDS, ESQ. COMPANY: 1600 BAUSCH & LOMB PLACE

EVENTPROCESSOR	None	None	None	None	None	Worldwide
IJA	None	None	None	None	None	Worldwide
POWERING YOUR REVENUE CHAIN	None	None	None	None	None	Worldwide
REVCHAIN	None	None	None	None	None	Worldwide
REVENUE CHAIN MANAGEMENT	None	None	None	None	None	Worldwide
VIZIQOR	None	None	None	None	None	Worldwide
VIZIQOR SOLUTIONS	None	None	None	None	None	Worldwide

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