

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344916

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the omission of "goodwill" transfer in the the supporting legal documentation previously recorded on Reel 005088 Frame 0061. Assignor(s) hereby confirms the Nunc Pro Tunc Assignment EFFECTIVE 10/01/2012.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Voxeo Corporation		05/22/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Voxeo Labs, Inc.		
Street Address:	800 Menlo Avenue		
Internal Address:	Suite 210		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4020741	IMIFIED	
Registration Number:	4033526	MOHO	
Registration Number:	4023710	PHONO	
Registration Number:	4258960	RAYO	
Registration Number:	4099689	VOXEO PRISM	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2027994000		
Email:	alberto.zacapa@dlapiper.com		
Correspondent Name:	James Stewart, DLA Piper LLP (US)		
Address Line 1:	500 Eighth Street NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	385657-000005		
NAME OF SUBMITTER:	Attorney of Record, Member NY State Bar		

OP \$140.00 4020741

SIGNATURE:	/James Stewart/
DATE SIGNED:	06/17/2015
Total Attachments: 19 source=assignment-tm-5088-0061#page1.tif source=assignment-tm-5088-0061#page2.tif source=assignment-tm-5088-0061#page3.tif source=assignment-tm-5088-0061#page4.tif source=assignment-tm-5088-0061#page5.tif source=assignment-tm-5088-0061#page6.tif source=assignment-tm-5088-0061#page7.tif source=assignment-tm-5088-0061#page8.tif source=assignment-tm-5088-0061#page9.tif source=assignment-tm-5088-0061#page10.tif source=assignment-tm-5088-0061#page11.tif source=assignment-tm-5088-0061#page12.tif source=assignment-tm-5088-0061#page13.tif source=assignment-tm-5088-0061#page14.tif source=assignment-tm-5088-0061#page15.tif source=assignment-tm-5088-0061#page16.tif source=Tropo - Confirmatory Assignment#page1.tif source=Tropo - Confirmatory Assignment#page2.tif source=Tropo - Confirmatory Assignment#page3.tif	

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/01/2012

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Voxeo Corporation		03/04/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Voxeo Labs, Inc.
Street Address:	800 Menlo Avenue
Internal Address:	Suite 210
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85072017	PHONO
Serial Number:	85041684	MOHO
Serial Number:	85975326	IMIFIED
Serial Number:	85037534	VOXEO PRISM
Serial Number:	85467132	RAYO

CORRESPONDENCE DATA

Fax Number: 2027995000
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2027994000
 Email: alberto.zacapa@dlapiper.com
 Correspondent Name: Thomas E. Zutic, DLA Piper LLP (US)
 Address Line 1: 500 Eighth Street, NW

OP \$140.00 85072017

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER: 385657-000001

NAME OF SUBMITTER: Thomas E. Zutic

Signature: /Thomas E. Zutic/

Date: 08/08/2013

Total Attachments: 14

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Trademark Assignment

WHEREAS, Voxeo Corporation, a corporation formed under the laws of the state of Delaware, with its principal place of business at 189 S. Orange Ave., Orlando, FL 32801 ("Assignor"), owns and has a *bona fide* intent to use the Marks TROPO, SIPMETHOD, SIPOINT, SIPPOINT and IMIFIED ("the Marks") in connection with the following goods and/or services: **TROPO** goods/services= "Downloadable computer software for developing other computer programs; Downloadable computer software for assisting developers in creating program code for communications applications, telecommunications services, instant messaging applications and short message service (SMS) applications," in International Class 9. And, "Providing on-line non-downloadable software for developing other computer programs; Providing on-line non-downloadable software for assisting developers in creating program code for communications applications, telecommunications services, instant messaging applications and short message service (SMS) applications," in International Class 42. **SIPMETHOD** goods/services= Computer telephony software, in International Class 9. And, "Internet telephony services; Telecommunication services, namely, local and long distance transmission of voice, data, and graphics by means of telephone, telegraphic, cable, and satellite transmissions; Voice over internet protocol (VOIP) services, in International Class 38. **SIPOINT** goods/services= Computer telephony software, in International Class 9. And, "Internet telephony services; Telecommunication services, namely, local and long distance transmission of voice, data, and graphics by means of telephone, telegraphic, cable, and satellite transmissions; Voice over internet protocol (VOIP) services," in International Class 38. **SIPPOINT** good/services= Computer telephony software, in International Class 9. "Internet telephony services; Telecommunication services, namely, local and long distance transmission of voice, data, and graphics by means of telephone, telegraphic, cable, and satellite transmissions; Voice over internet protocol (VOIP) services," in International Class 42. **IMIFIED** goods/services= "Computer telephony software," in International Class 9.; and

WHEREAS, Assignor has applied to register the Marks on the Principal Register of the United States Patent and Trademark Office based on Assignor's *bona fide* intent to use the marks in commerce in connection with the above-described goods and/or services, Application Serial Nos. 77691311 (TROPO words mark, filed 03/15/2009), 85057760 (SIPMETHOD words mark, filed 06/08/2010), 85058922 (SIPOINT words mark, filed 06/09/2010), 85058846 (SIPPOINT words mark, filed 06/09/2010), and 85051186 (IMIFIED words mark, filed 05/31/2010); and

WHEREAS, Voxeo Labs, Inc., a corporation formed under the laws of the state of Delaware, with its principal place of business at, 800 Menlo Ave., Suite 210, Menlo Park, CA 94025 ("Assignee"), desires to acquire the business of Assignor in connection with which Assignor has a *bona fide* intent to use the Marks and the pending Applications;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Marks and the pending Applications therefor, together with that portion of Assignor's business in connection with which it has a *bona fide* intent to use the Marks, *nunc pro tunc*, effective as of October 1, 2012.

Matthew H. Hill

Signature of Matthew Hill (printed name)
Assignor: Voxeo Corporation

Title: Officer of Assignor - CFO

Date of signing: 3-4-2013

ASSET CONTRIBUTION AGREEMENT

by and among

VOXEO CORPORATION

AS VOXEO

AND

VOXEO LABS, INC.

AS LABS

Dated as of October 1, 2012

ASSET CONTRIBUTION AGREEMENT

THIS ASSET CONTRIBUTION AGREEMENT (the "Agreement") is made and entered into as of this first day of October, 2012, by and among **VOXEO CORPORATION**, a Delaware corporation ("Voxeo"), and **VOXEO LABS, INC.**, a Delaware corporation ("Labs").

BACKGROUND:

A. Voxeo is in the business of, among other things, producing innovative software solutions comprised of the products and services set forth on **Exhibit A** hereto (such products and services set forth on **Exhibit A** are referred to as the "Labs Products" and the business relating to development and commercialization of the Labs Products is referred to as the "Business").

B. Pursuant to the terms and conditions contained herein, Voxeo desires to transfer to Labs, and Labs desires to acquire from Voxeo, the Assets (as defined below) and Assumed Liabilities (as defined below) (the "Transaction").

C. Labs acknowledges that Voxeo engages in other businesses and markets and sells other products and services not included in Labs Products or the Business, and that only the Business and the Labs Products are included in and subject to this Agreement.

D. [REDACTED]

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I.

CONTRIBUTION OF ASSETS

Section 1.01 Transfer of Assets. Upon the terms and subject to the conditions set forth in this Agreement, effective as of the date hereof, Voxeo hereby assigns, transfers, conveys and delivers to Labs, and Labs shall accept from Voxeo full title and interest in all of the Assets (as defined below), free and clear of any and all liens, charges, security interests, mortgages, pledges, claims, rights of third parties and other encumbrances of any kind or nature (collectively "Encumbrances"). For purposes of this Agreement, the "Assets" shall mean all of the assets, properties and rights of Voxeo set forth on Exhibit

B.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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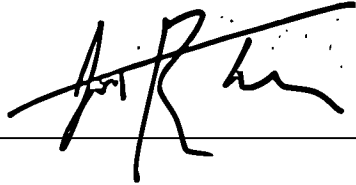
Section 2.11 Counterparts; Fax Signatures. This Agreement and any agreement, document or instrument required or contemplated hereby may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same agreement, document or instrument. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of such agreement, document or instrument, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

[Signatures Begin on Next Page]

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this Agreement as of the date first set forth above.

VOXEO CORPORATION:

VOXEO CORPORATION, a Delaware corporation

By:  _____

Name:

Title:

VOXEO LABS, INC.:

VOXEO LABS, INC., a Delaware corporation

By: _____

Name:

Title:

Exhibit A

Products

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

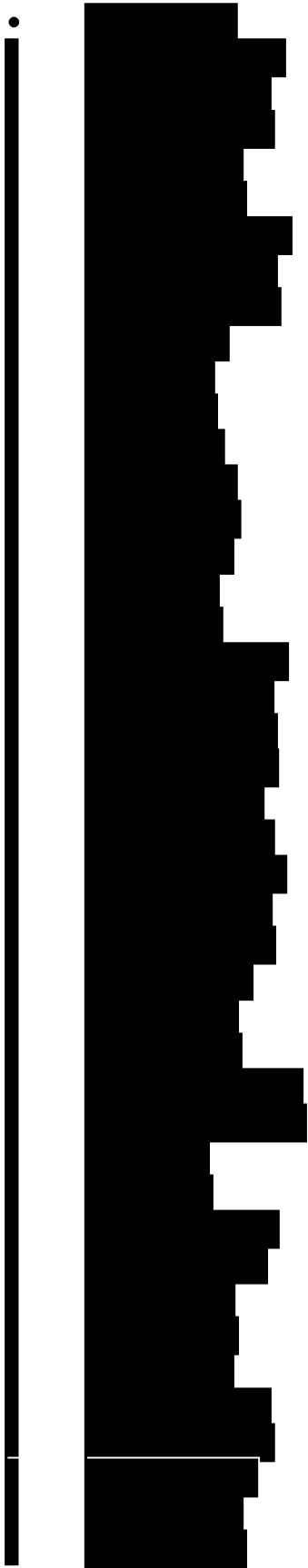
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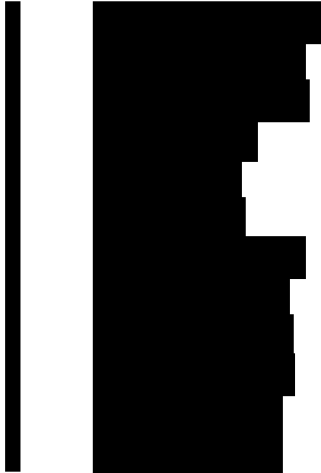
Exhibit B

Assets

(i) List of Registered IP being transferred to Labs

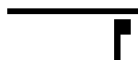
[REDACTED]





Trademarks:

- Tropo
 - Filed -3/15/2009
 - Pending
- Phono
 - Filed – 6/25/2010
 - Registered
- Rayo
 - Filed -11/8/2011
 - Pending
- Prism
 - Filed – 5/13/2010
 - Pending
- Moho
 - Filed - 5/18/2010
 - Registered
- SIPoint
 - Filed - 6/9/2010
 - Pending
- SIPPoint
 - Filed - 6/9/2010
 - Pending
- Clackpoint
 - Filed 6/9/2010
 - Pending
- IMIfied
 - Filed 5/31/2010
 - Pending
- Sipmethod
 - Filed 6/18/2010



CONFIRMATORY TRADEMARK ASSIGNMENT

This Trademark Assignment is made on May 22, 2015 by and between Voxeo Corporation, a corporation organized and existing under the laws of the State of Delaware (hereinafter "Assignor"), and Voxeo Labs, Inc., a corporation organized under the laws of the State of Delaware, with its principal place of business at 800 Menlo Avenue, Suite 210, Menlo Park, California 94025, United States of America (hereinafter "Assignee").

WHEREAS, the Assignor is the owner of all right, title and interest in and to the Trademarks listed on the attached Schedule A (hereinafter "the Marks"); and

WHEREAS, Assignor is desirous of assigning, and Assignee is desirous of obtaining, all right, title and interest in and to the Marks.

WHEREAS, effective as of **October 1, 2012**, Assignor assigned all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, to Voxeo Labs, Inc., a corporation organized under the laws of the State of Delaware, but a formal written assignment was not executed in a recordable form; and

WHEREAS, the parties now wish to confirm the actual and legal transfer of the Marks from Assignor to Assignee.

NOW, THEREFORE, for consideration previously paid, the sufficiency and receipt of which are hereby acknowledged, it is confirmed that effective as of **October 1, 2012** Assignor did assign, transfer and convey, and hereby nunc pro tunc assigns, transfers and conveys, unto Assignee, all right, title and interest in and to the Marks, as well as the portion of Assignor's business in connection with which the Assignor has a bona fide intent to use the Marks, together with the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made; together with all claims for damages by reason of past infringement by the Marks, with the right to sue for, and collect the same for its own use and on behalf of its own successors, assigns, or other legal representatives.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its duly authorized representatives on the day and year first above written.

ASSIGNOR:
Voxeo Corporation
by its successor, Aspect Software, Inc.

By: 

Name: Steven J. Benson

Title: SVP General Counsel

ASSIGNEE:
Voxeo Labs, Inc.
renamed, Tropo, Inc.

By: _____

Name: _____

Title: _____

SCHEDULE A

The Marks

Trademarks
IMIFIED
MOHO
PHONO
RAYO
SIPMETHOD
SIPOINT
SIPPOINT
TROPO
VOXEO PRISM