

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388272

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aspect Software Parent, Inc.		05/25/2016	Corporation: DELAWARE
Aspect Software, Inc.		05/25/2016	Corporation: DELAWARE
Davox International Holdings LLC		05/25/2016	Limited Liability Company: DELAWARE
VoiceObjects Holdings Inc.		05/25/2016	Corporation: DELAWARE
Voxeo Plaza Ten, LLC		05/25/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2440761	LYRICALL
Registration Number:	2129193	SPECTRUM
Registration Number:	3178375	TRANSFORMING THE WAY COMPANIES INTERACT
Registration Number:	3309024	ASPECT
Registration Number:	3588128	PERFORMANCEEDGE
Registration Number:	3616620	UNIFIED COMMAND AND CONTROL
Registration Number:	3750899	UNIFIED IP
Registration Number:	2583690	QUILOGY
Registration Number:	4411065	UNIFIED IP
Registration Number:	4649821	ASPECT
Registration Number:	4649822	
Registration Number:	1856644	ASPECT
Registration Number:	1855601	ASPECT
Registration Number:	1427236	GALAXY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4102935	CLACKPOINT
Registration Number:	3213084	PROPHECY
Registration Number:	3955429	UNLOCKED COMMUNICATIONS
Registration Number:	3951671	MULTIPLY YOUR ROI
Registration Number:	3812704	VOXEO
Registration Number:	3944617	PURE SIP
Registration Number:	3461909	EVOLUTION
Registration Number:	1502883	ASPECT CALLCENTER
Registration Number:	1444998	ASPECT
Registration Number:	2814944	ASPECT
Serial Number:	86122644	ZIPWIRE
Serial Number:	86584270	ASPECT EQ
Serial Number:	87002999	ASPECT VIA
Serial Number:	87003011	ASPECTVIA

CORRESPONDENCE DATA

Fax Number: 2124920790

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.

Phone: (212) 373-3790

Email: jbraibanti@paulweiss.com

Correspondent Name: Jill C. Braibanti

Address Line 1: Paul, Weiss, Rifkind, Wharton & Garrison

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:	Jill C. Braibanti
SIGNATURE:	/Jill C. Braibanti/
DATE SIGNED:	06/16/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 25 (this "Agreement"), is made by Aspect Software Parent, Inc., a Delaware corporation, Aspect Software, Inc., a Delaware corporation, Davox International Holdings LLC, a Delaware limited liability company, VoiceObjects Holdings Inc., a Delaware corporation and Voxeo Plaza Ten, LLC, a Delaware limited liability company (each, a "Grantor" and collectively, the "Grantors"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Administrative Agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent").

Reference is made to (i) the Guarantee and Collateral Agreement dated as of May 25, 2016 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Aspect Software Parent, Inc., a Delaware corporation, in its capacity as Parent ("Parent"), Aspect Software, Inc., a Delaware corporation, in its capacity as Borrower (the "Borrower"), the Grantors, in their respective capacities as Subsidiaries of Borrower and the Administrative Agent and (ii) the Credit Agreement dated as of May 25, 2016 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among Parent, the Borrower, the Grantors, in their respective capacities as Subsidiary Loan Parties party thereto, the Lenders party thereto and the Administrative Agent, pursuant to which the Lenders have agreed to extend credit to the Borrower and the Grantors have agreed to guaranty the Obligations of the Borrower, in each case, subject to the terms and conditions set forth therein. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement by the Grantors. In consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and make their respective extensions of credit to the Borrower thereunder, 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 all of such 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, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers (and, in each case, all goodwill associated therewith and all registrations and recordation thereof and all applications in connection therewith), together with all renewals and extensions thereof and all rights to obtain such renewals and extensions, of the United States of America of such Grantor, including those listed on Schedule I;

provided, however, that the foregoing grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

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.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

[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.,
as a Grantor,

by


Name: Robert J. Krakauer
Title: President

ASPECT SOFTWARE, INC.,
as a Grantor,

by


Name: Robert J. Krakauer
Title: Chief Financial Officer

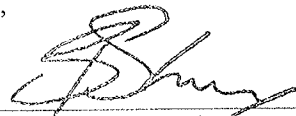
DAVOX INTERNATIONAL HOLDINGS
LLC,
as a Grantor,

by


Name: Robert J. Krakauer
Title: President

VOICEOBJECTS HOLDINGS INC.,
as a Grantor,

by


Name: Robert J. Krakauer
Title: President

VOXEO PLAZA TEN, LLC,
as a Grantor,

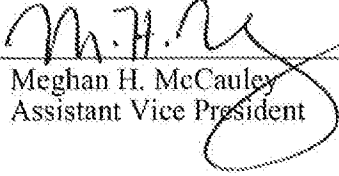
by


Name: Robert J. Krakauer
Title: President

[Signatures Continued On Next Page]

[Signature Page to Trademark Security Agreement]

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Administrative Agent

By: 
Name: Meghan H. McCauley
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005816 FRAME: 0294

TRADEMARKS

U.S. REGISTERED TRADEMARKS

A. ASPECT SOFTWARE PARENT, INC.

[NONE]

B. DAVOX INTERNATIONAL HOLDINGS LLC

[NONE]


C. VOICEOBJECTS HOLDINGS INC.

[NONE]


D. VOXEO PLAZA TEN, LLC

[NONE]

E. ASPECT SOFTWARE, INC.


TRADEMARK	REGISTERED OWNER	REG. NO.	REG. DATE
LYRICALL	ASPECT SOFTWARE, INC.	2,440,761	4/3/01
SPECTRUM	ASPECT SOFTWARE, INC.	2,129,193	1/13/98
TRANSFORMING THE WAY COMPANIES INTERACT WITH THEIR CUSTOMERS	ASPECT SOFTWARE, INC.	3,178,375	11/28/06
ASPECT AND DESIGN TM	ASPECT SOFTWARE, INC.	3,309,024	10/9/07
PERFORMANCEEDGE	ASPECT SOFTWARE, INC.	3,588,128	3/10/09
UNIFIED COMMAND CONTROL	ASPECT SOFTWARE, INC.	3,616,620	5/5/09
UNIFIED IP	ASPECT SOFTWARE, INC.	3,750,899	2/16/10
QUILOGY	ASPECT SOFTWARE, INC.	2583690	6/18/02
UNIFIED IP	ASPECT SOFTWARE, INC.	4411065	10/1/13
ASPECT AND DESIGN	ASPECT SOFTWARE, INC.	4649821	12/2/2014
3 "CONVERSATION" BOXES	ASPECT SOFTWARE, INC.	4649822	12/2/2014
ASPECT  ASPECT	ASPECT SOFTWARE, INC.	1856644	10/04/1994
ASPECT	ASPECT SOFTWARE, INC.	1855601	09/27/1994
GALAXY	ASPECT SOFTWARE, INC.	1427236	02/03/1987
CLACKPOINT	ASPECT SOFTWARE, INC.	4102935	2/21/2012
PROPHECY	ASPECT SOFTWARE, INC.	3213084	2/27/2007
UNLOCKED COMMUNICATIONS	ASPECT SOFTWARE, INC.	3955429	5/3/2011
MULTIPLY YOUR ROI	ASPECT SOFTWARE, INC.	3951671	4/26/2011
VOXEO	ASPECT SOFTWARE, INC.	3812704	7/6/2010

TRADEMARK	REGISTERED OWNER	REG. NO.	REG. DATE
PURE SIP	ASPECT SOFTWARE, INC.	3944617	4/12/2011
EVOLUTION	ASPECT SOFTWARE, INC.	3461909	7/8/2008

TRADEMARK	REGISTERED OWNER	REG. NO.	REG. DATE
ASPECT CALLCENTER	ASPECT COMMUNICATIONS CORPORATION	1502883	9/6/88
ASPECT AND DESIGN 	ASPECT COMMUNICATIONS CORPORATION	1444998	6/30/87
ASPECT	ASPECT COMMUNICATIONS CORPORATION	2814944	2/17/04

U.S. TRADEMARK APPLICATIONS

- A. ASPECT SOFTWARE PARENT, INC.
[NONE]
- B. DAVOX INTERNATIONAL HOLDINGS LLC
[NONE]
- C. VOICEOBJECTS HOLDINGS INC.
[NONE]
- D. VOXEO PLAZA TEN, LLC
[NONE]
- E. ASPECT SOFTWARE, INC.

TRADEMARK	ORIGINATING TRANSACTION	APP. NO.	FILING. DATE
ZIPWIRE	ASPECT SOFTWARE, INC.	86/122,644	11/19/13
ASPECT EQ	ASPECT SOFTWARE, INC.	86/584,270	4/1/15
ASPECTVIA	ASPECT SOFTWARE, INC.	87/002,999	04/15/16
ASPECTVIA 	ASPECT SOFTWARE, INC.	87/003,011	04/15/16