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04-17-2002

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) Tab settings => =<



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

4802, 4803, 5856, 6029, 5982, 5975

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To the Honorable Commissioner of Patents and Trademarks. PLEASE RETURN the attached original documents or copy thereof.

1. Name of conveying party(ies): Comtelco (North America) Inc. [ ] Individual [ ] Association [X] Corporation - Georgia [ ] Limited Partnership [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

2. Name and address of receiving party(ies) Name: InnOvation Technologies Worldwide, Inc. Internal Address: Street Address: 1841 Bourbon Road City: Cross Plains State: WI Zip: 53528 [ ] Individual(s) citizenship [X] Wisconsin Corporation [ ] General Partnership [ ] Limited Partnership [ ] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [X] No

3. Nature of conveyance: [ ] Change of Name [ ] Assignment: [ ] Merger [ ] Security Agreement [X] Other - Subscription and Contribution Agreement Dated December 31, 2001

4. Application number(s) or patent number(s): A. Trademark Application No.(s) 75/583,358 76/124,055 76/124,050 76/124,102 76/124,101 Additional numbers attached? [ ] Yes [X] No

B. Trademark Registration No.(s) 2,501,211

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Kent A. Lee, Esq. Internal Address: Reinhart, Boerner, Van Deuren s.c. 1000 North Water Street, Suite 2100 Milwaukee, WI 53202 Street Address: City: State: Zip:

6. Total number of applications and registrations involved: 6 7. Total fee (37 CFR 3.41)..... \$165.00 [X] Enclosed [ ] Authorized to be charged to deposit account [ ] Any Deficiencies in Enclosed Fee should be charged to our Deposit Account. 8. Deposit account number: 18-0882 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Kent A. Lee Signature Date March 19, 2002 Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: [6]

840659 Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002484 FRAME: 0615

OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS RECEIVED 04/16/2002 10:00 AM LHM/LLER 0000140 7558358 01 FD:481 02 FE:482

## SUBSCRIPTION AND CONTRIBUTION AGREEMENT

THIS SUBSCRIPTION AND CONTRIBUTION AGREEMENT is effective as of December 31, 2001 by and between INNOVATION TECHNOLOGIES WORLDWIDE, INC., a Wisconsin corporation ("ITW") and COMTELCO (NORTH AMERICA) INC., a Georgia corporation ("ComTelco NA").

### RECITALS

A. ITW is a newly formed Wisconsin corporation. ComTelco International Inc. ("ComTelco INT") will be the sole stockholder of ComTelco NA.

B. ComTelco NA owns certain personal and intellectual property and other tangible and intangible assets and is party to certain licenses and other contracts all of which are used in the business of developing, marketing and selling voice technologies and associated computer hardware and software which assets include but are not limited to all of the assets and business of the former InnOvation Voice Technologies, Inc. ("IVT") acquired by ComTelco NA pursuant to a Plan of Merger and Reorganization dated July 23, 2000 among ComTelco INT, ComTelco NA, and IVT and the shareholders of IVT (the "Business").

C. ComTelco NA desires to subscribe for all of the shares of common stock in ITW and, in consideration thereof, contribute the assets and assign the contracts described above subject to certain liabilities to be assumed by ITW. ITW is willing to issue all of its shares of common stock to ComTelco NA and assume certain liabilities of ComTelco NA in consideration of ComTelco NA's contribution of such assets and assignment of contracts.

### AGREEMENTS

In consideration of the premises and the mutual agreements herein contained, the parties agree as follows:

1. Contribution of Assets. Subject to the terms and conditions of this Agreement, ComTelco NA shall contribute and convey to ITW, free and clear of all claims, liens and encumbrances other than security interests held by the State Bank of Cross Plains and Douglas F. Schwartz, and ITW shall accept from ComTelco NA as a contribution to ITW's capital, as of the Closing Date (as defined below), the Business and all of ComTelco NA's right and title to and interest in all assets, properties and rights of ComTelco NA of every kind and nature, wherever located, including, without limitation, all of the former assets of IVT and the following assets of ComTelco NA except for the excluded assets as described in Section 2 hereof (the "Contributed Assets"):

(a) Personal Property. All equipment, fixtures, furniture, furnishings, leasehold improvements and other personal property.

(b) Contracts. All rights under (including, without limitation, all right to receive goods and services and to assert claim and to take other action with respect to breaches, defaults and other violations pursuant to) all contracts, agreements and commitments, including but not limited to all insurance policies, (the "Assumed Contracts").

(c) Intangible Assets. All right, title and interest in and to all goodwill, patents, licenses, trade names, assumed names, trademarks, service marks, copyrights, applications and registrations for the foregoing, in each case with the goodwill associated therewith, trade secrets, confidential information, formulas, processes, techniques, know-how, causes of action and all other intangible assets.

(d) Licenses and Permits. All rights in all government licenses, approvals, permits and authorizations (and any applications for the foregoing).

(e) Inventory. All inventories, including supplies.

(f) Records and Documents. All records, computer software and documents, computer source codes, books, supplier, customer lists (together with all sales histories, prior solicitations and bill results and all open order or bill files, backlog and sales leads and all other sales and marketing information), work orders, credit information and correspondence, drawings, financial information and all other records and documents.

(g) Bank Accounts. All checking, savings and other bank accounts including the cash balances thereof.

2. Assets Excluded. The Contributed Assets shall not include and except (i) any of ComTelco NA's rights relating to the trademarks, trade names, servicemarks, trade secrets of ComTelco INT, including the designation of "ComTelco" or to any designation of products of ComTelco NA's European affiliates and the ComTelco ASP files on Schedule 2, attached hereto; and (ii) any of the rights existing pursuant to the contracts referenced in sections 3(a)(i), (ii), (iii), (v) and (vi), below.

3. Assumed Liabilities. Subject to the terms and conditions of this Agreement, and as partial consideration for the Contributed Assets, ITW shall, as of Closing, assume and agree to pay, perform and discharge when due the following (the "Assumed Liabilities"):

(a) All liabilities and obligations of ComTelco NA disclosed in the "InnOvation Technologies Worldwide, Inc." column on the most recent General Ledger Trial Balance of ComTelco NA, a copy of which is attached hereto as Exhibit A; except that ITW shall not assume, and shall not incur any liability or obligation relating to the following, whether or not appearing on such balance sheet:

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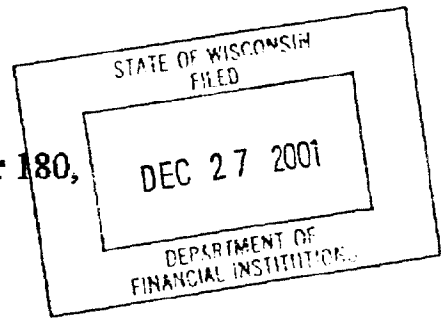
WISCONSIN  
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ARTICLES OF INCORPORATION  
OF  
INNOVATION TECHNOLOGIES WORLDWIDE, INC.

The undersigned, acting as the incorporator of a corporation under Chapter 180, Wisconsin Statutes, adopts the following Articles of Incorporation for such corporation:

ARTICLE I

The Corporation is incorporated under Chapter 180, Wisconsin Statutes.



ARTICLE II

The name of the Corporation is InnOvation Technologies Worldwide, Inc.

ARTICLE III

The aggregate number of shares which the Corporation shall be authorized to issue is 2,000,000 consisting of one class only, designated as "Common Stock," with a par value of \$.01 per share.

ARTICLE IV

The address of the initial registered office of the Corporation is 1000 North Water Street, Suite 2100, Milwaukee, Wisconsin 53202 and the name of its initial registered agent at such address Subsidiary Service, Inc.

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ARTICLE V

The number of directors constituting the initial Board of Directors shall be such number as is fixed, from time to time, in the manner prescribed by the By-Laws.

ARTICLE VI

The name and address of the incorporator are:

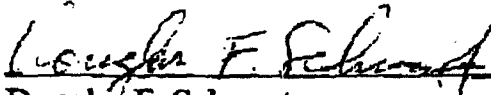
Douglas F. Schwartz  
1841 Bourbon Road  
Cross Plains, WI 53528

ARTICLE VII

Any action required to be taken at a meeting of the shareholders of the Corporation, or any other action which may be taken at a meeting of the shareholders of the Corporation, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by shareholders who would be entitled to vote at a meeting those shares with voting power to cast not less than the minimum number or, in the case of voting by voting groups, numbers of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote were present and voted.

Executed this 26th day of December, 2001.

INCORPORATOR:

  
Douglas F. Schwartz