

**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	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INTRAI SP SOFTWARE SOLUTIONS, LLC		03/31/2009	LIMITED LIABILITY COMPANY: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Amdocs Inc.		
<b>Street Address:</b>	PARKWAY 1390 TIMBERLAKE MANOR		
<b>City:</b>	CHESTERFIELD		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63017		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3545022	INTRAI SP	
Registration Number:	3234457	INTRAI SP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)768-6800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-768-5367		
<b>Email:</b>	trademarks@sonnenschein.com		
<b>Correspondent Name:</b>	Monica B. Richman		
<b>Address Line 1:</b>	P.O. Box #061080		
<b>Address Line 2:</b>	Wacker Dr. Station, 233 South Wacker Dr.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-1080		
<b>ATTORNEY DOCKET NUMBER:</b>	21603775-0015		
<b>NAME OF SUBMITTER:</b>	Monica B. Richman-Attorney for Applicant		
<b>Signature:</b>	/monica b. richman/		

OP \$65.00 3545022

Date:

07/06/2009

**Total Attachments: 6**

source=Amdocs Assignment with INTRA ISP#page1.tif

source=Amdocs Assignment with INTRA ISP#page2.tif

source=Amdocs Assignment with INTRA ISP#page3.tif

source=Amdocs Assignment with INTRA ISP#page4.tif

source=Amdocs Assignment with INTRA ISP#page5.tif

source=Amdocs Assignment with INTRA ISP#page6.tif

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Intellectual Property Assignment") is entered into effective as of the 31<sup>st</sup> day of March 2009 by and between IntraISP Software Solutions, LLC, a Missouri limited liability company (the "Assignor"), and Amdocs Inc., a Delaware corporation (the "Assignee"), pursuant to that certain Asset Purchase Agreement (the "Agreement") dated as of March 31, 2009 by and among Assignor and Assignee, pursuant to which Assignor agreed to transfer substantially all of its assets to Assignee (the "Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement.

WHEREAS, Assignor is the owner of the trademarks, copyrights, patents and the corresponding registrations and applications in the U.S. Patent and Trademark Office and Copyright Office as more fully described in Exhibit A attached hereto, which is incorporated herein by reference ("Intellectual Property");

WHEREAS, Assignee wishes to acquire the Intellectual Property;

WHEREAS, the purpose of this document is to confirm and memorialize such transfer;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in accordance with the Agreement, Assignor does hereby assign to Assignee all right, title and interest in and to the Intellectual Property, and any other registrations or applications therefor in the United States or any foreign jurisdiction, together with the goodwill of the business symbolized by the Intellectual Property, to all income and royalties, and to all damages, claims, and causes of action relating to infringement of the Intellectual Property, including the right to collect damages for such infringements, the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns.

Assignors shall execute and deliver to Assignee such other instruments of transfer and to do all such other acts and things as shall be reasonably necessary or appropriate to vest in Assignee title to the Intellectual Property, to secure and preserve Assignee's rights hereunder, or to enforce, defend or confirm Assignee's right to exploit those rights, and to comply with the purposes and intent of this Intellectual Property Assignment. This Intellectual Property Assignment may be executed in counterparts, which taken together as a whole may be considered one agreement.

*[Signatures are on the following page]*

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed as of the date first written above.

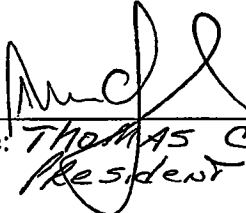
ASSIGNOR:

INTRAI SP SOFTWARE SOLUTIONS, LLC

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNEE:

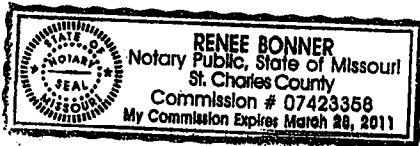
AMDOCS INC.

By:   
Name: THOMAS C. DROLY  
Title: President

STATE OF MISSOURI )  
COUNTY OF ST. LOUIS ) ss.

On this <sup>JUNE</sup> 2nd day of ~~May~~ 2009, before me, a Notary Public in and for the State of Washington, personally appeared THOMAS C. DRURY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that s/he was authorized to execute the instrument, and acknowledged it, as the PRESIDENT of Amdocs Inc., to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Renee Bonner  
NOTARY PUBLIC in and for the State of  
MISSOURI, residing at ST. CHARLES, MO  
My appointment expires 3/28/2011  
Print Name RENEE BONNER

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed as of the date first written above.

ASSIGNOR:

INTRAI SP SOFTWARE SOLUTIONS, LLC

By: 

Name: *Broady Hodder*

Title: *VP, General Counsel & Secretary*

ASSIGNEE:

AMDOCS INC.

By: \_\_\_\_\_


Name:

Title:



Exhibit A

**TRADEMARKS**

TRADEMARK	COUNTRY	REG. NUMBER	REG. DATE	GOODS/SERVICES	STATUS
INTRAI SP	USA	3,545,022	12/09/2008	Business management computer software for third party service providers in Class 9  Providing temporary on-line use of business management computer software in Class 42	REGISTERED  Declaration of Use due December 9, 2014.
	USA	3,234,457	04/24/2007	Providing temporary use of online, non-downloadable business management computer software in Class 42	REGISTERED  Declaration of Use due April 24, 2013.

**COPYRIGHT REGISTRATIONS**

HDP Reference	Title	Registration Number	Registration Date
1751-200016	IntraISP v. 5.0.32 User's Guide	TXU1-312-103	July 10, 2006
1751-200023	IntraISP User Guide - IBB Ver. 1.3	TXU1-317-620	June 30, 2006
1751-500022	IntraISP User Guide - IBB v. 1.0	TXU1-300-813	April 17, 2006
1751-500004	IntraISP version php 1.0	TXU1-166-681	March 1, 2004
1751-500004	IntraISP version php 1.0 (a.k.a 5.0)	TXU1-159-693	May 11, 2005
1751-500005	IntraISP v5.0 Advertising Brochure	TX 5-946-404	January 6, 2004
1751-500008	IntraISP v5.0 User Guide	TXU1-240-894	June 1, 2005
1751-500019	IntraISP v.6.0 Source Code	TXU1-278-868	December 16, 2005
1751-500020	IntraISP v. 6.0 User Guide	TXU1-267-644	December 12, 2005
1751-500010	IntraISP v.5.0.30 Source Code	TXU1-227-239	March 4, 2005
1751-500011	IntraISP v.5.0.31 Source Code	TXU1-225-751	February 25, 2005
1751-500012	IntraISP v.5.0.32 Source Code	TXU1-232-961	March 8, 2005
1751-500013	IntraISP v.5.0.33 Source Code	TXU1-226-574	March 4, 2005
1751-500015	IntraISP v.5.0.31 User's Guide	TXU1-244-657	June 6, 2005
1751-500017	IntraISP v.5.0.33 User Guide Supplement	TXU1-245-956	May 31, 2005
1751-500021	IntraISP User Guide - ClearWire	TXU1-267-643	December 12, 2005
in process	IntraISP BOSS code (Version 8.0)	in process	in process

**PATENT APPLICATIONS**

Country	Case Type	Application #	Application Title	Status	Filing Date	Expiration
US	PRO	60/492,165	BUSINESS MANAGEMENT AND/OR BILLING SOFTWARE	Converted	08/01/2003	08/01/2004
US	ORD	10/910,264	COMPUTERIZED METHODS AND SOFTWARE FOR BUSINESS MANAGEMENT	Published	08/02/2004	