

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Trinsic, Inc. a Delaware corporation	03/26/2007
Trinsic Communications, Inc., a Delaware corporation	03/26/2007
Z-Tel Network Services, Inc., an Alabama corporation	03/26/2007
Touch 1 Communications, Inc., an Alabama corporation	03/26/2007
Z-Tel Consumer Services, LLC, an Alabama limited liability company	03/26/2007
direcCONNECT, Inc., an Alabama corporation	03/26/2007
direcTEL, Inc., an Alabama corporation	03/26/2007
Z-Tel, Inc., a Nevada corporation	03/26/2007
Z-Tel Business Networks, Inc., a Delaware corporation	03/26/2007
Z-Tel Holdings, Inc., a Florida corporation	03/26/2007
Z-Tel Investments, Inc., a Delaware corporation	03/26/2007

RECEIVING PARTY DATA

Name:	Tide Acquisition Corporation, a Delaware corporation
Street Address:	c/o Platinum Equity Advisors, LLC, 360 North Crescent Drive, South Building
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	6587555
Patent Number:	6453036

CORRESPONDENCE DATA

Fax Number: (213)996-3339

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2136836339

PATENT

500248291

REEL: 019077 FRAME: 0641

OP \$80.00 6587555

Email: claudiaimmerzeel@paulhastings.com
Correspondent Name: Paul Hastings Janofsky & Walker LLP
Address Line 1: 515 South Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:

39466.00031

NAME OF SUBMITTER:

Claudia R Immerzeel

Total Attachments: 15

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "*Assignment*") is made this 26th day of March, 2007 by and between Trinsic, Inc., a Delaware corporation, Trinsic Communications, Inc., a Delaware corporation, Touch 1 Communications, Inc., an Alabama corporation, Z-Tel Consumer Services, LLC, an Alabama limited liability company, and Z-Tel Network Services, Inc., a Delaware corporation, direcCONNECT, Inc., an Alabama corporation, direcTEL, Inc., an Alabama corporation, Z-Tel, Inc., a Nevada corporation, Z-Tel Business Networks, Inc., a Delaware corporation, Z-Tel Holdings, Inc., a Florida corporation, and Z-Tel Investments, Inc., a Delaware corporation (collectively, the "*Assignors*"), and Tide Acquisition Corporation, a Delaware corporation ("*Assignee*").

WHEREAS, Assignors own the entire right, title and interest in and to certain patents and patent applications more particularly identified on Schedule A attached hereto and incorporated by reference herein, and the inventions covered thereby (collectively, the "*Patents*");

WHEREAS, Trinsic, Inc., Trinsic Communications, Inc., Touch 1 Communications, Inc., Z-Tel Consumer Services, LLC, and Z-Tel Network Services are debtors and debtors-in-possession in those certain bankruptcy cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. filed on February 7, 2007 in the United States Bankruptcy Court for the Southern District of Alabama (the "*Bankruptcy Court*"), Case Nos. 07-10320, 07-10321, 07-10322, 07-10323 and 07-10324;

WHEREAS, Assignors are assigning to Assignee all of Assignors' entire right, title and interest in and to the Patents by an Asset Purchase Agreement and an Addendum No. 1 to Asset Purchase Agreement (collectively, the "*Purchase Agreement*") between the Assignee and the Assignors, dated as of March 21, 2007;

WHEREAS, the Bankruptcy Court entered a sale order on March 23, 2007 authorizing the transactions set forth in the Purchase Agreement and this Assignment; and

WHEREAS, Assignors and Assignee are executing and delivering this Assignment in connection with and as a condition to the consummation of the transactions contemplated by the Purchase Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignors and Assignee hereby agree as follows:

1. Certain Defined Terms. Unless otherwise defined in this Assignment, capitalized terms used in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.
2. Assignment. Assignors do hereby assign, transfer and deliver to Assignee, and Assignee hereby receives and accepts from Assignors all of the entire right, title and interest

of Assignors in and to the Patents and all rights associated therewith including, without limitation (i) any and all applications, improvements, continuations, continuations in part, reissues or reexaminations thereof, foreign counterparts, and the inventions covered thereby, (ii) all files and records relating to the prosecution, exploitation, and defense of any of the foregoing, and (iii) all rights of action pertaining to the Patents, including without limitation the right to sue and recover for past infringement thereof, the right to secure registration of the Patents and of this Assignment, the right to initiate other proceedings before all government and administrative bodies with respect to the Patents, and the right to claim priority, file foreign counterparts and make applications for reissue and reexamination with respect to any of the Patents.

3. Nonimpairment of Purchase Agreement. Neither the making nor the acceptance of this Assignment shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignors or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement including, without limitation, the representations and warranties and other provisions thereof. The covenants, representations and warranties of Assignors and Assignee set forth in the Purchase Agreement will survive the execution and delivery of this Assignment and are subject to the limitations and restrictions set forth in the Purchase Agreement.

4. Registration. Assignors hereby authorize and request the Commissioner of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of patents in the various affected jurisdictions to record Assignee as the owner of the Patents and to issue to Assignee, in lieu of Assignors, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Patents.

5. Binding Effect and Governing Law. This Assignment is binding on Assignors, and their successors and assigns, and will inure to the benefit of Assignee, its successors and assigns, and shall be construed and enforced in accordance with the laws of the State of New York without regard to the conflict or choice of law rules of New York or any other jurisdiction.

6. Counterparts; Amendment. This Assignment may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. This Assignment cannot be amended without a writing signed by each of Assignors and Assignee.

7. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

8. Further Assurance. Assignors and Assignee agree to cooperate with each other and to perform such further acts, to execute and deliver any and all further documents that may be reasonably be necessary or desirable to effectuate the purposes of this Agreement and refrain or forbear from any act that would be inconsistent with the purposes of this Agreement. If further assignment or transfer is deemed necessary by Assignee to establish, perfect or defend its rights acquired hereunder, Assignors hereby appoint Assignee as their attorney in fact, with full power of substitution, on behalf of Assignors and for the benefit of Assignee, to execute all documents, to demand and receive any and all of the Patents, to give receipts and releases for and in respect of the Patents, to institute and prosecute in the name of Assignors any proceedings at law, in equity, or otherwise, and to take any other action Assignee deems necessary or desirable to establish, perfect or defend its rights acquired hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignors and Assignee have caused their respective duly authorized representative to execute this Assignment as of the 20 day of March, 2007.

"ASSIGNEE"

TIDE ACQUISITION CORPORATION

By: [Signature]

Name: Eya M/Kalawski

Title: Vice President and Secretary

STATE OF _____)

COUNTY OF _____)

SS:

On this _____ day of March, 2007, before me personally appeared _____, known to me (satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he, as the duly authorized _____ of Assignee, executed the same for the uses and purposes therein set forth.

SEAL

Notary Public: _____

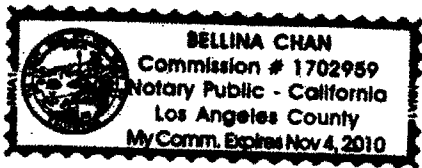
My commission expires:

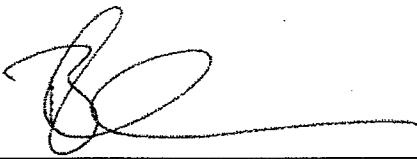
[Signature Page to Patent Assignment]

State of California)
) ss.
County of Los Angeles)

On March 26, 2007, before me, Bellina Chan, Notary Public, personally appeared Eva M. Kalawski, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.





Signature

[SEAL]

"ASSIGNORS"

TRINSIC, INC.

By: [Signature]
Name: Trey DAVIS
Title: CEO

STATE OF Alabama)
COUNTY OF Escambia)

SS:

On this 23rd day of March, 2007, before me personally appeared Trey DAVIS, known to me (satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he, as the duly authorized CEO of Trinsic, Inc., executed the same for the uses and purposes therein set forth.

SEAL

Notary Public: [Signature]

My commission expires: 4-21-2008

TRINSIC COMMUNICATIONS, INC.

By: [Signature]
Name: Trey DAVIS
Title: President

STATE OF Alabama)
COUNTY OF Escambia)

SS:

On this 23rd day of March, 2007, before me personally appeared Trey DAVIS, known to me (satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he, as the duly authorized President of Trinsic Communications, Inc., executed the same for the uses and purposes therein set forth.

SEAL

Notary Public: [Signature]

My commission expires: 4-21-2008

[Signature Page to Patent Assignment]

PATENT

REEL: 019077 FRAME: 0648

TOUCH 1 COMMUNICATIONS, INC.

By: [Signature]

Name: Trey Davis

Title: Vice President

STATE OF Alabama

COUNTY OF Escambia

SS:

On this 28th day of March, 2007, before me personally appeared Trey Davis, known to me (satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he, as the duly authorized Vice President of Touch 1 Communications, Inc., executed the same for the uses and purposes therein set forth.

SEAL

Notary Public: [Signature]

My commission expires: 4-21-2008

Z-TEL NETWORK SERVICES, INC.

By: [Signature]

Name: Trey Davis

Title: President

STATE OF Alabama

COUNTY OF Escambia

SS:

On this 28th day of March, 2007, before me personally appeared Trey Davis, known to me (satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he, as the duly authorized President of Z-Tel Network Services, Inc., executed the same for the uses and purposes therein set forth.

SEAL

Notary Public: [Signature]

My commission expires: 4-21-2008

[Signature Page to Patent Assignment]

PATENT

REEL: 019077 FRAME: 0649

Z-TEL CONSUMER SERVICES, LLC

By: [Signature]

Name: Trey Davis

Title: Vice President

STATE OF Alabama)

COUNTY OF Escambia)

SS:

On this 23rd day of March, 2007, before me personally appeared Trey Davis, known to me (satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he, as the duly authorized Vice President of Z-Tel Consumer Services, Inc., executed the same for the uses and purposes therein set forth.

SEAL

Notary Public: [Signature]

My commission expires: 4-21-2008

[Signature Page to Patent Assignment]

PATENT

REEL: 019077 FRAME: 0650

DIRECCONNECT, INC.

By: [Signature]

Name: Trey Davis

Title: Vice President

STATE OF Alabama

COUNTY OF Escambia

SS:

On this 28th day of March, 2007, before me personally appeared Trey Davis, known to me (satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he, as the duly authorized Vice President of [Assignee], executed the same for the uses and purposes therein set forth.

SEAL

Notary Public: [Signature]

My commission expires: 4-21-2008

[Signature Page to Patent Assignment]

PATENT

REEL: 019077 FRAME: 0651

DIRECTEL, INC.

By: [Signature]

Name: Trey Davis

Title: Vice President

STATE OF

Alabama

COUNTY OF

Escambia

SS:

On this 29th day of March, 2007, before me personally appeared Trey Davis, known to me (satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he, as the duly authorized Vice President of [Assignee], executed the same for the uses and purposes therein set forth.

SEAL

Notary Public: [Signature]

My commission expires: 4-21-2008

[Signature Page to Patent Assignment]

PATENT

REEL: 019077 FRAME: 0652

Z-TEL, INC.

By: [Signature]

Name: Ther DAVIS

Title: President

STATE OF Alabama)

COUNTY OF Escambia) SS:

On this 23rd day of March, 2007, before me personally appeared Ther DAVIS, known to me (satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he, as the duly authorized President of [Assignee], executed the same for the uses and purposes therein set forth.

SEAL

Notary Public: [Signature]

My commission expires: 4-21-2008

[Signature Page to Patent Assignment]

PATENT

REEL: 019077 FRAME: 0653

Z-TEL BUSINESS NETWORKS, INC.

By: [Signature]

Name: Tracy Davis

Title: President

STATE OF

Alabama

COUNTY OF

Escambia

SS:

On this 23rd day of March, 2007, before me personally appeared Tracy Davis, known to me (satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he, as the duly authorized President of [Assignee], executed the same for the uses and purposes therein set forth.

SEAL

Notary Public: [Signature]

My commission expires: 4-21-2008

[Signature Page to Patent Assignment]

PATENT

REEL: 019077 FRAME: 0654

Z-TEL HOLDINGS, INC.

By: [Signature]

Name: Trey Davis

Title: President

STATE OF

Alabama

COUNTY OF

Escambia

SS:

On this 23rd day of March, 2007, before me personally appeared Trey Davis known to me (satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he, as the duly authorized President of [Assignee], executed the same for the uses and purposes therein set forth.

SEAL

Notary Public: [Signature]

My commission expires: 4-21-2008

[Signature Page to Patent Assignment]

PATENT

REEL: 019077 FRAME: 0655

Z-TEL INVESTMENTS, INC.

By: [Signature]

Name: Tracy Davis

Title: President

STATE OF

Alabama

COUNTY OF

Escambia

SS:

On this 23rd day of March, 2007, before me personally appeared Tracy Davis, known to me (satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he, as the duly authorized President of [Assignee], executed the same for the uses and purposes therein set forth.

SEAL

Notary Public: [Signature]

My commission expires: 4-21-2008

[Signature Page to Patent Assignment]

PATENT

REEL: 019077 FRAME: 0656

SCHEDULE A

Patent	Registration or Application Number	Jurisdiction
Virtual PBX	Reg. No. 6,587,555	United States
Dynamic Updating of SCP through ISUP messages	Reg. No. 6,453,036	United States