

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

| Name  | Execution Date |
|---|----------------|
| ASPECT SOFTWARE INTERMEDIATE HOLDINGS, INC. | 09/12/2007     |
| ASPECT SOFTWARE, INC.                       | 09/12/2007     |
| ASPECT COMMUNICATIONS CORPORATION           | 09/12/2007     |
| FIRSTPOINT CONTACT TECHNOLOGIES. LLC        | 09/12/2007     |

RECEIVING PARTY DATA

|                 |                                      |
|-----------------|--------------------------------------|
| Name:           | DEUTSCHE BANK TRUST COMPANY AMERICAS |
| Street Address: | 60 Wall Street                       |
| City:           | New York                             |
| State/Country:  | NEW YORK                             |
| Postal Code:    | 10005                                |

PROPERTY NUMBERS Total: 13

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 11669349 |
| Application Number: | 11674500 |
| Application Number: | 11681241 |
| Application Number: | 11739255 |
| Application Number: | 11769186 |
| Application Number: | 10304872 |
| Patent Number:      | 7206400  |
| Patent Number:      | 7215745  |
| Patent Number:      | 7236583  |
| Patent Number:      | 7190775  |
| Patent Number:      | 7215758  |
| Patent Number:      | 7221377  |
|                     |          |

PATENT

500456480

REEL: 020462 FRAME: 0655

OP \$520.00 11669349

Patent Number:

7228281

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420

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

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

32693

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Total Attachments: 9

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Form PTO-1595  
(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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RECORDATION FORM COVER SHEET  
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ASPECT SOFTWARE INTERMEDIATE HOLDINGS, INC.  
ASPECT SOFTWARE, INC.  
ASPECT COMMUNICATIONS CORPORATION  
FIRSTPOINT CONTACT TECHNOLOGIES, LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: September 12, 2007

2. Name and address of receiving party(ies)

Name: DEUTSCHE BANK TRUST COMPANY AMERICAS

Internal Address: \_\_\_\_\_

Street Address: 60 WALL STREET

City: NEW YORK State: NY Zip: 10005

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) \_\_\_\_\_

(PLEASE SEE ATTACHED)

B. Patent No.(s) \_\_\_\_\_

(PLEASE SEE ATTACHED)

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Penelope J. A. Agodea

Internal Address: IP Research Plus, Inc.

Street Address: 21 Tudor City Circle

City: Waldorf State: MD Zip: 20602

6. Total number of applications and patents involved: 13

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

☐ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Alexandra Andrei

Name of Person Signing

*Alexandra Andrei*

Signature

2/1/08

Date

Total number of pages including cover sheet, attachments, and documents: 9

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

PATENT SECURITY AGREEMENT, dated as of September 12, 2007, among ASPECT SOFTWARE INTERMEDIATE HOLDINGS, INC. ("Parent"), ASPECT SOFTWARE, INC. (the "Borrower"), the subsidiaries of Parent listed on Schedule I hereto and DEUTSCHE BANK TRUST COMPANY AMERICAS, as Administrative Agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of July 11, 2006 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Parent, the Borrower, the Subsidiaries of Parent (as identified therein) and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second-Lien Credit Agreement dated as of July 11, 2006 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")), among Parent, Aspect International LLC ("Holdings"), the Borrower, the Lenders party thereto, the Administrative Agent, JPMorgan Chase Bank, N.A. and Deutsche Bank Trust Company Americas, as Syndication Agents, and Bear Stearns Corporate Lending Inc., JPMorgan Chase Bank, N.A. and Lehman Commercial Paper Inc., as Documentation Agents. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Parent and the Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, 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 Security Agreement. The rules of construction specified in Section 1.01(b) of the Security 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 Security 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 each Grantor's right, title or interest in or to any and all of the following assets and properties that are included in the Article 9 Collateral as defined in the Security 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 "Patent Collateral"):

all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country,

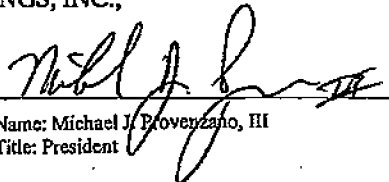
including those listed on Schedule II (the "Patents"), and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 3. Security 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 Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

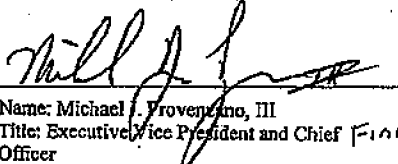
ASPECT SOFTWARE INTERMEDIATE  
HOLDINGS, INC.,

by

  
Name: Michael J. Provenzano, III  
Title: President

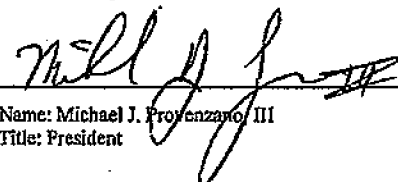
ASPECT SOFTWARE, INC.,

by

  
Name: Michael J. Provenzano, III  
Title: Executive Vice President and Chief Financial Officer

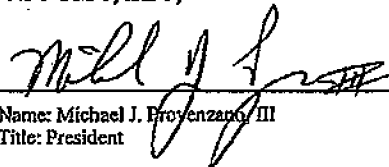
ASPECT COMMUNICATIONS  
CORPORATION,

by

  
Name: Michael J. Provenzano, III  
Title: President

FIRSTPOINT CONTACT  
TECHNOLOGIES, LLC,

by

  
Name: Michael J. Provenzano, III  
Title: President

[[3009485]]

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Administrative Agent,

by

Paul O'Leary  
Name: Paul O'Leary  
Title: Vice President

Omayra Laucella  
Name: Omayra Laucella  
Title: Vice President

Subsidiary Parties

Aspect Communications Corporation (California)  
FirstPoint Contact Technologies, LLC (Delaware)



ASPECT SOFTWARE, INC.U.S. PATENT APPLICATIONS

| Title  | Originating Transaction | Filing Date | Application No. |
|--|-------------------------|-------------|-----------------|
| TEMPORAL ROUTING   | ASPECT SOFTWARE         | 1/31/07     | 11/669,349      |
| AUTOMATIC CONTACT<br>CENTER AGENT<br>ASSISTANT           | ASPECT SOFTWARE         | 2/13/07     | 11/674,500      |
| METHOD OF<br>SCHEDULING CALLS<br>(06AS004)               | ASPECT SOFTWARE         | 3/02/07     | 11/681,241      |
| METHOD AND<br>APPARATUS FOR<br>CONFERENCING<br>(06AS005) | ASPECT SOFTWARE         | 4/24/07     | 11/739,255      |
| T1 TURNAROUND PLUG<br>TEST ADAPTOR                       | ASPECT SOFTWARE         | 6/27/07     | 11/769,186      |

FIRSTPOINT CONTACT TECHNOLOGIES, LLCU.S. ISSUED PATENTS

| Title   | Originating Transaction     | Issued              | Patent No.              |
|---|-----------------------------|---------------------|-------------------------|
| PERSONALITY BASED ROUTING   | ROCKWELL FIRSTPOINT CONTACT | 11/26/02<br>2/27/07 | 10/304,872<br>7,184,540 |
| METHOD AND SYSTEM FOR DATA FIELD REUSE (01EC038)                              | ROCKWELL FIRSTPOINT CONTACT | 4/17/07             | 7,206,400               |
| GREETING AND ANNOUNCEMENTS FOR A MULTIMEDIA IP COMMUNICATION SYSTEM (04EC001) | ROCKWELL FIRSTPOINT CONTACT | 5/08/07             | 7,215,745               |
| SYSTEM AND METHOD FOR OPTIMIZING CALL ROUTING TO AN AGENT (02EC034)           | ROCKWELL FIRSTPOINT CONTACT | 6/26/07             | 7,236,583               |

ASPECT COMMUNICATIONS CORPORATIONU.S. ISSUED PATENTS

| Title   | Originating Transaction | Issue Date         | Patent No.              |
|---|-------------------------|--------------------|-------------------------|
| USER INVOKED<br>DIRECTED OUTDIAL<br>METHOD AND<br>APPARATUS*  | ASPECT COMMUNICATIONS   | 7/16/02<br>3/13/07 | 10/196,775<br>7,190,775 |
| GENERATING MEDIA-<br>SPECIFIC INTERACTION<br>CONTROL PROGRAMS   | ASPECT COMMUNICATIONS   | 5/08/07            | 7,215,758               |
| APPARATUS AND<br>METHOD FOR<br>COLLECTING AND<br>DISPLAYING<br>INFORMATION IN A<br>WORKFLOW SYSTEM        | ASPECT COMMUNICATIONS   | 5/22/07            | 7,221,377               |
| METHOD AND PROCESS<br>FOR ACCUMULATING<br>AND SUMMARIZING<br>DATA FOR DEFINED<br>TIME INTERVALS<br>WITHIN | ASPECT COMMUNICATIONS   | 6/05/07            | 7,228,281               |

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\* This U.S. patent application may be in the name of a former entity. The Company is working with intellectual property counsel to make the necessary filings to update the public record.