

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
XTEND COMMUNICATIONS CORP.		11/19/2007
RECEIVING PARTY DATA		
Name:	AMCOM SOFTWARE, INC.	
Street Address:	5555 WEST 78TH STREET	
City:	MINNEAPOLIS	
State/Country:	MINNESOTA	
Postal Code:	55439	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Application Number:	60936406	
Application Number:	60936308	
Patent Number:	6661879	
Patent Number:	6668044	
Patent Number:	7042987	
CORRESPONDENCE DATA		
Fax Number:	(206)903-8820	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(612) 492-6892	
Email:	haggerty.patchen@dorsey.com	
Correspondent Name:	Patchen M. Haggerty	
Address Line 1:	Dorsey & Whitney LLP	
Address Line 2:	50 South Sixth Street, Suite 1500	
Address Line 4:	Minneapolis, MINNESOTA 55402-1498	
ATTORNEY DOCKET NUMBER:	482027-0003	
NAME OF SUBMITTER:	Patchen M. Haggerty	

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**PATENT**  
**REEL: 020532 FRAME: 0702**

**Total Attachments: 6**

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**PATENT**

**REEL: 020532 FRAME: 0703**

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "*Agreement*"), dated as of November 19, 2007, is made by and between Xtend Communications Corp., a New York corporation ("*Seller*"), and Amcom Software, Inc., a Delaware corporation ("*Buyer*").

**WHEREAS**, pursuant to the Asset Purchase Agreement, made as of November 14, 2007, by and among Buyer, Seller, and William I. Schwartz (the "*Asset Purchase Agreement*"), Buyer has agreed to buy from Seller, and Seller has agreed to sell to Buyer, substantially all of Seller's assets;

**WHEREAS**, Seller desires to assign to Buyer, and Buyer desires to obtain from Seller, all of the Acquired Assets (other than (a) the Tangible Personal Property, which is being assigned pursuant to the Bill of Sale, (b) the Xtend Lease, which is being assigned pursuant to the Assignment of Office Lease, and (c) the Acquired Assets that are being transferred pursuant to the Assignment of Trademarks and Domain Names, and Buyer desires further to assume the Assumed Liabilities; and

**WHEREAS**, this is the Assignment and Assumption Agreement referred to in Section 2.8(b)(i)(F) of the Asset Purchase Agreement.

**NOW, THEREFORE**, in consideration of the premises, the mutual agreements herein set forth below and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used in this Agreement (including the recitals above) but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement.
2. Assignment of Acquired Assets. Seller hereby transfers, assigns and conveys to Buyer its entire right, title and interest in, to and under the Acquired Assets (other than (a) the Tangible Personal Property, which is being assigned pursuant to the Bill of Sale, (b) the Xtend Lease, which is being assigned pursuant to the Assignment of Office Lease, and (c) the Acquired Assets that are being transferred pursuant to the Assignment of Trademarks and Domain Names), effective as of 9:00 a.m. Eastern Standard Time on the Closing Date (the "*Effective Time*"), subject to Section 2.10 of the Asset Purchase Agreement.
3. Assumption of Assumed Liabilities.
  - (a) Buyer hereby assumes the Assumed Liabilities, effective as of the Effective Time, and agrees to pay, perform, and discharge all of the duties and obligations of Seller to be performed in connection with the Assumed Liabilities, subject to Section 2.10 of the Asset Purchase Agreement.
  - (b) Buyer assumes no Retained Liabilities and the parties hereto agree that such Retained Liabilities shall remain the sole responsibility of Seller.
4. Further Assurances. Seller agrees to warrant and defend the transfer, assignment, and conveyance of the Acquired Assets hereby made against all Persons, to take all steps reasonably

necessary to establish the record of Buyer's title to the Acquired Assets and, at the request of Buyer, to execute any documents, instruments or conveyances of any kind to more effectively transfer, assign, and convey to and vest in Buyer each of the Acquired Assets, all at the sole cost and expense of Seller.

5. Power of Attorney. Without limiting Section 4, Seller hereby constitutes and appoints Buyer the true and lawful agent and attorney in fact of Seller, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Seller but on behalf and for the benefit of Buyer and its successors and assigns, from time to time:

(a) to demand, receive and collect any and all of the Acquired Assets and to give receipts and releases for and with respect to the same, or an part thereof;

(b) to institute and prosecute, in the name of Seller or otherwise, any and all proceedings at law, in equity or otherwise, that Buyer or its successors and assigns may deem proper in order to collect or reduce to possession any of the Acquired Assets and in order to collect or enforce any claim or right of an kind hereby assigned or transferred, or intended so to be; and

(c) to do all things legally permissible, required or reasonably deemed by Buyer to be required to recover and collect the Acquired Assets and to use Seller's name in such manner as Buyer may reasonably deem necessary for the collection and recovery of the same.

Seller hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller.

6. Governing Law. The domestic law, without regard to conflicts of laws principles, of the State of New York will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

7. Signatures; Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. A facsimile signature will be considered an original signature.

8. Complete Agreement. This Agreement, the Asset Purchase Agreement, and the Ancillary Agreements contain the complete agreement between the parties hereto with respect to the subject matter hereof and supersede any prior understandings, agreements or representations by or between the parties, written or oral.

9. Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by either party to this Agreement without the prior written consent of the other party to this Agreement, except that Buyer may assign any of its rights under this Agreement to (a) one or more Affiliates of Buyer, so long as Buyer remains responsible for the performance of all of its obligations under this Agreement, and (b) a Person that acquires all of the capital stock, or substantially all of the assets, of Buyer, so long as such Person assumes this Agreement in writing and agrees to be bound by and to comply with all of the terms and conditions hereof. Subject to the foregoing, this Agreement and all of the provisions of this Agreement will be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

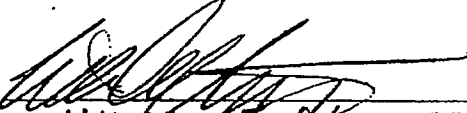
10. Amendment and Waiver. This Agreement may not be amended, a provision of this Agreement or any default, misrepresentation or breach of warranty or agreement under this Agreement may not be waived, and a consent may not be rendered, except in a writing executed by the party against which such action is sought to be enforced. Neither the failure nor any delay by any Person in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. In addition, no course of dealing between or among any Persons having any interest in this Agreement will be deemed effective to modify or amend any part of this Agreement or any rights or obligations of any Person under or by reason of this Agreement. The rights and remedies of the parties to this Agreement are cumulative and not alternative.

11. No Third-Party Beneficiaries. Nothing expressed or referred to in this Agreement confers any rights or remedies upon any Person that is not a party or permitted assign of a party to this Agreement.

*[Remainder of page left intentionally blank; signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph.

**XTEND COMMUNICATIONS CORP.**

By:   
Name: William F. Schwartz  
Title: President

**AMCOM SOFTWARE, INC.**

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph.

**XTEND COMMUNICATIONS CORP.**

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

**AMCOM SOFTWARE, INC.**

By: \_\_\_\_\_  
Name: Chris Heim  
Title: CEO

**ACQUIRED PATENT ASSETS**

1. U.S. Patent No. 6,661,879
2. U.S. Patent No. 6,668,044
3. U.S. Patent No. 7,042,987
2. U.S. Provisional Patent Application Serial No. 60/936,406
3. U.S. Provisional Patent Application Serial No. 60/936,308