

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vertical Communications Acquisition Corp.		06/08/2007	CORPORATION: DELAWARE
Comdial Corporation		09/25/2005	CORPORATION: DELAWARE
Key Voice Technologies, Inc.		09/27/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Vertical Communications, Inc.
Street Address:	One Memorial Drive
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02142
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1697486	COMDIAL
Registration Number:	1085372	COMDIAL
Registration Number:	1912304	QUICKQ
Registration Number:	2647990	ROLL-N-SAVE
Registration Number:	2097118	CORPORATE OFFICE
Registration Number:	2601729	INTERCHANGE

CORRESPONDENCE DATA

Fax Number: (704)332-1197
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (704) 375-0057
 Email: jsantaniello@slk-law.com
 Correspondent Name: Joseph J. Santaniello

OP \$165.00 1697486

Address Line 1: 128 South Tryon Street, Suite 1800
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	V75680.109585
NAME OF SUBMITTER:	Ken Clinebell
Signature:	/s Ken Clinebell/
Date:	06/11/2007

Total Attachments: 10

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TRADEMARK ASSIGNMENT

WHEREAS, Key Voice Technologies, Inc. ("Assignor"), is party to that certain Asset Purchase Agreement executed and effective as of the 27th day of September, 2005, between Assignor and **Vertical Communications Acquisition Corp.**, a Delaware corporation ("Assignee"), pursuant to which Assignor agrees to sell, convey, assign, and transfer to Assignee substantially all the assets and properties of Assignor;

WHEREAS, Assignor has used certain trademarks (the "Marks") and acquired registrations therefore at the U.S. Patent and Trademark Office ("Registrations") or submitted applications for such registration (the "Applications"), in each case as set forth on Schedule A, which is attached hereto and incorporated herein; and

WHEREAS, Assignor has acquired and developed goodwill of the businesses connected with the use of and symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee all of Assignor's rights, titles and interests in, under and to the Marks, the Registrations and the Applications throughout the world, together with the goodwill of the businesses in connection with which the Marks are used and which are symbolized by the Marks, including any and all rights Assignor may have to sue or otherwise maintain a cause of action for the infringement or misappropriation of same prior to the date hereof.

Assignor authorizes and empowers Assignee or its nominees to invoke and claim for the Marks and associated goodwill any and all other forms of protection, and hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in the United States or any foreign country for any purpose.

Assignor hereby authorizes the respective officials whose duty it is to issue trademark or service mark registrations or other forms of protection for marks to issue to or as requested by Assignee, in accordance with the terms of this Assignment, any and all registrations and other governmental instruments with respect to the Marks and associated goodwill, such that all registrations and other forms of trademark and service mark protection with respect to the Marks, and any worldly rights not expressly referenced herein with respect to the Marks set forth in Schedule A, vest in and accrue to Assignee.

Assignor hereby represents and warrants that it has the full right and power to convey the entire rights, titles and interests herein assigned and that it has not executed and will not execute any agreement in conflict herewith.

At the request of Assignee, Assignor agrees to execute and deliver all documents, papers, instruments and assignments, and to perform any other reasonable acts Assignee may require, in order to vest in Assignee all of Assignor's rights, titles, and interests in and to the Marks, the

Registrations, the Applications, and the associated goodwill, and to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor hereby irrevocably makes, constitutes and appoints Assignee, and authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with full power of substitution and with the absolute power and authority to take any and all action and to execute thereafter any and all applications, documents, papers, filings and instruments which Assignee deems necessary or desirable to accomplish the purposes of this Assignment. Assignor hereby ratifies and confirms all that such attorney shall lawfully do or cause to be done by virtue hereof.

(Signature pages follow)

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date set forth above.

ASSIGNOR

Key Voice Technologies, Inc.

By: [Signature]
Name: NEIL LICHTMAN
Title: CHIEF EXECUTIVE OFFICER

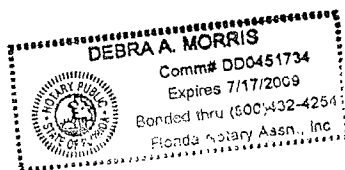
STATE OF Florida §
COUNTY OF Sarasota §

I, the undersigned Notary Public, do hereby attest that before me on this day personally appeared Neil Lichtman, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND and seal of office this 27th day of September, 2005.

[Signature]
Notary Public in and for the State of Florida
My Commission Expires: 7/17/09

(Seal)



ACKNOWLEDGED AND ACCEPTED this Assignment from Assignor as of the date set forth above.

ASSIGNEE

Vertical Communications Acquisition Corp., a Delaware corporation

By: [Signature]
Name: Duncan G Perry
Title: Treasurer

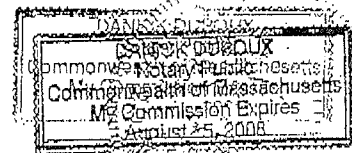
STATE OF Massachusetts §
COUNTY OF Worcester §

I, the undersigned Notary Public, do hereby attest that before me on this day personally appeared Duncan G Perry, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND and seal of office this 27 day of September, 2005.

[Signature]
Notary Public in and for the State of Massachusetts
My Commission Expires: _____

(Seal)



SCHEDULE A

Trademark Description	Country	Serial Number	Registration Number	Status
INTERCHANGE	USA	75784570	2601729	LIVE-Registered
DEBUT	USA	75451825	2449528	LIVE-Registered
CORPORATE OFFICE	USA	75125698	2087118	LIVE-Registered
KEY VOICE	USA	75100671	2087281	LIVE-Registered
SMALL OFFICE	USA	75100670	2131452	LIVE-Registered (Supplemental Register)
VISUAL CALL MANAGEMENT	USA	75096528	2090239	LIVE-Registered (Supplemental Register)

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into as of this 1st day of September, 2005 by and between Comdial Corporation, a Delaware corporation, and each of its subsidiaries (collectively, "Seller"), and Vertical Communications Acquisition Corp., a Delaware corporation ("Buyer").

WHEREAS, Seller's business consists of providing converged voice and data enterprise communicating systems (the "Business");

WHEREAS, Seller has filed a Chapter 11 bankruptcy petition pursuant to title 11 of the United States Code, 11 U.S.C. § 101, et seq.; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, substantially all of Seller's assets of the Business, including, but not limited to, receivables, inventory, equipment, customer purchase orders, contracts, intellectual property, real property interests, intangibles and other assets, as more particularly set forth herein, free and clear of all Claims and Encumbrances (as defined below), and to assume from Seller only the Assumed Liabilities identified herein, but no other liabilities, pursuant to Sections 105(a), 363 and 365 of the Bankruptcy Code (as defined below) in the Chapter 11 Case, all subject to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

SELLER:

COMDIAL CORPORATION

By: 

Name: Neil Eickman ~~Ken Chisholm~~
Title: ~~President and Chief Executive Officer~~
COO & CFO

BUYER:

VERTICAL COMMUNICATIONS
ACQUISITION CORP.

By: 

Name: William Y. Tauscher
Title: Chief Executive Officer

ACKNOWLEDGED AND AGREED
(with regard to the agreement to issue the
Parent Note pursuant to Section 3.1(a));

ARTISOFT, INC.
(d/b/a Vertical Communications)

By: 

Name: William Y. Tauscher
Title: Chief Executive Officer

Schedule 5.3(a)

Trademarks

Owner	Description	Registration/Application Number (USA unless otherwise noted)	Registration/Application Date
Comdial Corporation	AIR IMPACT ¹	Reg. No. 2226778	2/23/1999
Comdial Corporation	AVALON	Reg. No. 2419569	1/9/2001
Comdial Corporation	COMDIAL	Reg. No. 1697486	6/30/1992
Comdial Corporation	COMDIAL	Reg. No. 1085372	2/14/1978
Comdial Corporation	COMDIAL	Canada Reg. No. TMA 317475	8/15/1986
Comdial Corporation	COMDIAL	Egypt App. No. 102528	8/7/1996
Comdial Corporation	COMDIAL	Germany Reg. No. 1070121	7/20/1993
Comdial Corporation	COMDIAL	Italy Reg. No. 2106583	8/4/1983
Comdial Corporation	COMDIAL	France Reg. No. 1262584	9/14/1983
Comdial Corporation	COMDIAL	Mexico Reg. No. 565162	11/27/1997
Comdial Corporation	COMDIAL	S. Arabia Reg. No. 405/16	6/1/1997
Comdial Corporation	COMDIAL	Switz. Reg. No. 327040	7/21/1983
Comdial Corporation	COMDIAL – THE RISING STAR	Reg. No. 2759212	9/2/2003
Comdial Corporation	CONVERSIP (all caps)	App No. 76/575929	Filed: 2/27/2004
Comdial Corporation	CONVERSIP (stylized)	App. No. 76/571926	Filed: 1/16/2004
Comdial Corporation	CORPORATE CALL	Reg. No. 2647790	11/12/2002
Comdial Corporation	CORPORATE OFFICE	Reg. No. 2097118	9/16/1997
Comdial Corporation	CTVOICE	Reg. No. 2354479	6/6/2000
Comdial Corporation	DEBUT	Reg. No. 2449528	5/8/2001
Comdial Corporation	DX-80	Reg. No. 2684510	2/4/2003
Comdial Corporation	DXP	Reg. No. 1732037	11/10/1992
Comdial Corporation	DXP-PLUS	Reg. No. 2052155	4/15/1997
Comdial Corporation	INTERCHANGE	Reg. No. 2601729	7/30/2002
Comdial Corporation	KEY VOICE	Reg. No. 2087281	8/12/1997
Comdial Corporation	MAXPLUS	Canada Reg. No. 318145	9/5/1986
Comdial Corporation	PATI ²	Reg. No. 2111092	11/4/1997
Comdial Corporation	QUICKQ	Reg. No. 1912304	8/15/1995
Comdial Corporation	QUIKTRAK ³	Reg. No. 2158831	5/19/1998
Comdial Corporation	SMALL OFFICE	Reg. No. 2131452	1/20/1998
Comdial Corporation	SOUNDPIPE & DESIGN	Reg. No. 2751281	8/12/2003
Comdial Corporation	TRACKER	Reg. No. 1988219	7/23/1996
Comdial Corporation	VISUAL CALL MANAGEMENT	Reg. No. 2090239	8/19/1997
Comdial Corporation	VOICE EXPRESS	Canada Reg. No. 400213	7/17/1992
Comdial Corporation	VOYAGER ⁴	Reg. No. 2116904	11/25/1997
Comdial Corporation	WIDEOPEN ⁵	Reg. No. 2196922	10/20/98
Comdial Corporation	WIDEOPEN.OFFICE	Reg. No. 2126725	1/6/08

TRADEMARK

ASSIGNMENT OF TRADEMARKS

U.S. Trademark Registration Nos. 1697486, 1085372, 1912304, 2647990, 2097118, 2601729

THIS ASSIGNMENT OF TRADEMARKS for U.S. Trademark Registration Nos. 1697486, 1085372, 1912304, 2647990, 2097118, 2601729 (the "Assignment") is entered into this the ____ day of June, 2007, by and between VERTICAL COMMUNICATIONS ACQUISITION CORP., a Delaware corporation ("Assignor"), and VERTICAL COMMUNICATIONS, Inc., a Delaware corporation ("Assignee").

WITNESSETH

WHEREAS, the Assignor has agreed to assign its right, title and interest in certain trademarks owned by the Assignor which have been registered with the United States Patent and Trademark Office (the "USPTO"), specifically, U.S. Trademark Registration Nos. 1697486, 1085372, 1912304, 2647990, 2097118, 2601729 (hereinafter, the "Trademarks");

WHEREAS, the parties desire to record such sale and transfer with the United States Patent and Trademark Office ("USPTO").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor hereby sells, assigns and transfers unto Assignee its entire right, title and interest in and to the Trademarks, the same to be held and enjoyed by Assignee for its own use, to the full end of the term for which said trademarks registrations are granted, and as fully and entirely as the same would have been held by Assignor had this Assignment not been made.

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment effective as of the date set forth above.

ASSIGNOR:

VERTICAL COMMUNICATIONS
ACQUISITION CORP.



By:

Ken Clinebell, Chief Financial Officer

ASSIGNEE:

VERTICAL COMMUNICATIONS,
INC.



By:

Ken Clinebell, Chief Financial Officer

STATE OF Florida

COUNTY OF Sarasota

I, Debra Chain, a Notary Public of said State and County, do hereby certify that Ken Clinebell personally appeared before me this day and acknowledged the due execution of the foregoing instrument as a duly authorized representative of Vertical Communications Acquisition Corp. and Vertical Communications, Inc.

Witness my hand and notarial seal, this the 8th day of June, 2007.

Debra A Chain
Notary Public
My Commission Expires: 7/17/09

