

11-27-2001

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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):

11-21-01 First Source Financial LLP

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Correcting Conveying and Receiving Party

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date:

2. Name and address of receiving party(ies)

Name: First Source Financial, Inc.

Internal

Address:

Street Address: 2850 West Golf Road,

City: Rolling Meadows State: IL Zip: 60008

Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1888328, 1012113, 1186512, 582612, 2130349

Additional number(s) attached Yes No

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

Name:

Internal Address:

Reedfax Crystal Plaza One Suite 1207 2001 Jefferson Davis Hwy. Arlington, Virginia 22202

Street Address:

City: State: Zip:

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41): \$140.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Roberta Termine Roberta Termine

Name of Person Signing

Signature

11/19/01

Date

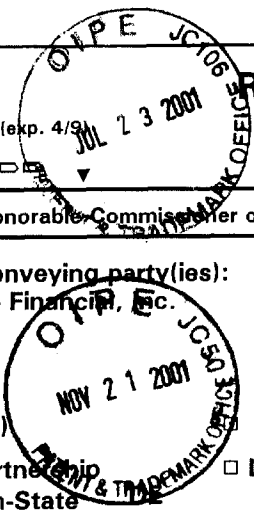
Total number of pages including cover sheet, attachments, and document:

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

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U.S. DEPARTMENT OF
Patent and Trademark

Tab settings

To the Honorable Commissioner of Patents & Trademarks

enclosed original documents or copy thereof.

1. Name of conveying party(ies):

First Source Financial, Inc.

07/23/01

- Individual(s) _____ Association
- General Partnership _____ Limited Partnership
- Corporation-State _____
- Other _____

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

2. Name and address of receiving party(ies)

Name: First Source Financial LLP

Internal Address: c/o First Source Financial, Inc.

Street Address : 2850 West Golf Road, Fifth Floor

City: Rolling Meadows State: IL Zip: 60008

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation State _____
- Other Illinois registered limited liability company

If assignee is not domiciled in the United States, a designation is attached: Yes No
(Designations must be a separate document from assignment)

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

3. Nature of conveyance:

- Assignment _____ Merger _____
- Security Agreement _____ Change of Name _____
- Other Amendment & Assignment of Security Interest

June 18, 2001

Execution Date: _____

4. Application number(s) or trademark

A. Trademark Application No.(s)
NONE

B. Trademark Registration
1888328, 1012113, 1186512, 582612, 2130349

Additional numbers attached? NO

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

Name: Rebecca L. Foley

Internal Address: 16th Floor

Street Address: Katten Muchin Zavis

525 W. Monroe

City: Chicago Stat IL ZIP 60661

6. Total number of applications and registrations

5

7. Total fee (37 CFR 3.41)..... \$ 140.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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02 FC:482 100.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Rebecca L. Foley

Name of Person

Rebecca L. Foley
Signature

07/19/01

Date

9

Total number of pages including cover sheet, attachments, and

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

AMENDMENT AND ASSIGNMENT OF AGREEMENT (TRADEMARK)

This Amendment and Assignment of Agreement (TRADEMARK) dated as of June 18, 2001 (this "Amendment"), is made by and among First Source Financial LLP, an Illinois registered limited liability partnership ("FSFP"), in its capacity as Agent under the Credit Agreement (as defined below), First Source Financial, Inc., a Delaware corporation ("FSFI"), in its capacity as successor Agent under the Credit Agreement, and Califone International, Inc., a Delaware corporation ("Borrower").

RECITALS

WHEREAS, Borrower and FSFP entered into that certain Agreement (Trademark) dated as of February 8, 2000 (as the same may be amended, restated or modified from time to time, the "Trademark Agreement"), which Trademark Agreement was recorded in the United States Patent and Trademark Office on February 18, 2000 on Reel 002028, Frame 0257;

WHEREAS, pursuant to the Trademark Agreement, Borrower granted to FSFP, as Agent on behalf of the Lenders under the Credit Agreement a continuing security interest in, among other things, all of Borrower's right, title and interest in and to the Trademarks, including those trademarks referred to in Attachment 1 hereto;

WHEREAS, pursuant to that certain Consent to Appointment of Successor Agent dated as of the date hereof (the "Consent") among Borrower, FSFP, FSFI, First Source Loan Obligations Trust, a Delaware business trust, and Califone Holding Inc., a Delaware corporation, FSFP has resigned as Agent under that certain Secured Credit Agreement dated as of February 8, 2000 (as amended, the "Credit Agreement") among Borrower, FSFP and the Lenders from time to time party thereto, and has assigned and delegated its rights, remedies, duties and obligations under the Credit Agreement to FSFI as the successor Agent;

WHEREAS, FSFI has agreed to accept the assignment of the rights, remedies, and duties and assumes the obligations of the Agent under the Credit Agreement from FSFP pursuant to the terms of the Consent;

WHEREAS, the parties hereto desire to execute this Amendment for the purposes of (i) amending the Trademark Agreement in certain respects to reflect the transfer of FSFP's interest as Agent to FSFI and (ii) evidencing in the United States Patent and Trademark Office the assignment by FSFP to FSFI of all of FSFP's rights, remedies, duties and obligations under the Trademark Agreement.

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

1. Definitions. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Agreement.

2. Amendment of Copyright Agreement. The Trademark Agreement shall be amended such that FSFI, the successor Agent, shall replace FSFP, the resigning Agent, as "Agent" under the Trademark Agreement. All references to "Agent" in the Trademark Agreement shall hereinafter refer to First Source Financial, Inc., a Delaware corporation, as Agent for the Lenders.

3. Assignment. In connection with the assignments from FSFP to FSFI under the Consent, FSFP does hereby assign and transfer all of its respective rights, remedies, and duties and assumes the obligations as Agent under the Trademark Agreement to FSFI. FSFI hereby accepts FSFP's assignment and transfer of its rights, remedies, duties and obligations as Agent under the Trademark Agreement. The execution and delivery of this Amendment shall not in any way affect or modify the liability of Borrower under the Trademark Agreement hereby assigned, it being understood and agreed that notwithstanding this Amendment, all of the obligations of Borrower under the Trademark Agreement shall be and remain enforceable by FSFI, as Agent under the Trademark Agreement, or by its successors and assigns against Borrower.

4. Severability. Whenever possible, each provision of this Amendment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Amendment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Amendment. In addition, in the event any provision of or obligation under this Amendment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

5. Section Titles. Section and Subsection titles in this Amendment are included for convenience of reference only, do not constitute a part of this Amendment for any other purpose, and have no substantive effect.

6. Successors and Assigns. This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

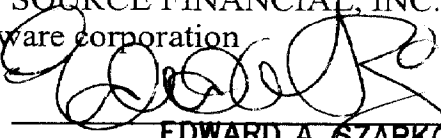
7. APPLICABLE LAW. THIS AMENDMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

8. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Agreement.

[remainder of page intentionally left blank; signature page follows]

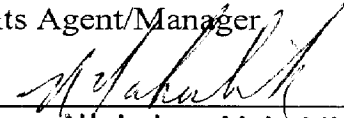
IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

FIRST SOURCE FINANCIAL, INC.,
a Delaware corporation

By: 
Name: EDWARD A. SZARKOWICZ
Title: SENIOR VICE PRESIDENT & GENERAL COUNSEL

FIRST SOURCE FINANCIAL, LLP,
an Illinois registered limited liability partnership

By: First Source Financial, Inc.,
its Agent/Manager

By: 
Name: Nicholas Yakubik
Title: President

CALIFONE INTERNATIONAL, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Amendment and Assignment of
Agreement (Trademark)

Amendment and Assignment of
Agreement (Trademark)

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

FIRST SOURCE FINANCIAL, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

FIRST SOURCE FINANCIAL, LLP,
an Illinois registered limited liability partnership

By: First Source Financial, Inc.,
its Agent/Manager

By: _____
Name: _____
Title: _____

CALIFONE INTERNATIONAL, INC.,
a Delaware corporation

By: Terry Solley
Name: TERRY SOLLEY
Title: PRESIDENT / CEO

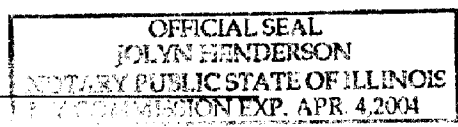
STATE OF Illinois)
) ss.
COUNTY OF Cook)

I, Jolyn Henderson, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lward Gasbawicz personally known to me to be a Sen. V.P. & General Counsel of FIRST SOURCE FINANCIAL, INC., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of May, 2001.

Jolyn Henderson
Notary Public

My commission expires: _____



STATE OF Illinois)
) ss.
COUNTY OF Cook)

I, Jolyn Henderson, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Nicholas Yabubik personally known to me to be a President of FIRST SOURCE FINANCIAL, INC., a Delaware corporation, the Agent/Manager of First Source Financial LLP, an Illinois registered limited liability partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of May, 2001.

Jolyn Henderson
Notary Public



My commission expires:

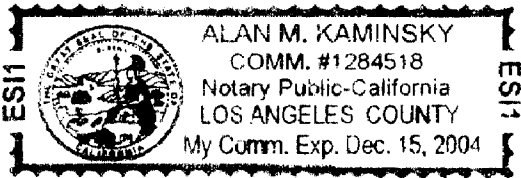
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, ALAN M. KAMINSKY, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that TERRY SOLEY personally known to me to be a PRESIDENT CEO of CALIFONE INTERNATIONAL, INC., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3 day of JULY, 2001.

Alan M. Kaminsky
Notary Public

My commission expires: Dec 15 2004



ATTACHMENT 1

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Next Renewal</u>
USA	Drake Califone	1888328	4/11/05
USA	Traklite	1012113	6/3/05
USA	Califone	1186512	1/19/02
USA	Califone	582612	11/24/03
USA	Califone	2130349	1/20/08