

Form PTO-1594
(Rev. 10/02)
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Tab settings

RECORDATION FORM COVER SHEET
TRADEMARKS 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):

First Source Financial, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name
- Release and Reassignment

Execution Date: 01/21/2004

2. Name and address of receiving party(ies)

Name: Califone International, Inc.

Internal

Address:

Street Address: 21300 Superior Street

City: Chatsworth State: CA Zip: 91311

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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) None

B. Trademark Registration No.(s) See Attached

Exhibit A

Additional number(s) attached Yes No

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

Name: Michelle H. Fullerton

Internal Address: GODFREY & KAHN, S.C.

Street Address: N21 W23350 Ridgeview Parkway

City: Waukesha State: WI Zip: 53188

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:

07-1509

DO NOT USE THIS SPACE

9. Signature.

William K. Baxter

Name of Person Signing

William K. Baxter
Signature

01/21/2004
Date

Total number of pages including cover sheet, attachments, and document: 6

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

785278

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TRADEMARK
REEL: 002780 FRAME: 0602

CH \$140.00 071509 1888328

EXHIBIT A

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
USA	DRAKE CALIFONE	1888328	04/11/95
USA	TRACKLITE	1012113	06/03/75
USA	CALIFONE	1186512	01/19/82
USA	CALIFONE	0582612	11/24/53
USA	CALIFONE	2130349	01/20/98

Trademark Applications

None.

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of January 21, 2004 by First Source Financial, Inc., as Agent ("Releasing Party").

WITNESSETH:

WHEREAS, the Releasing Party (as successor in interest to First Source Financial LLP) and Califone International, Inc., a Delaware corporation ("Borrower"), were parties to (i) that certain Security Agreement dated as of February 8, 2000 (the "Security Agreement") and (ii) that certain Agreement (Trademark) dated as of February 8, 2000 (the "Trademark Agreement"), pursuant to which Borrower granted a security interest to the Releasing Party in, and a collateral assignment to the Releasing Party of, among other things, the trademark registrations and trademark applications (and intellectual property relating to same) of Borrower, including, without limitation, the trademark registrations and trademark applications (and intellectual property relating to same) set forth on Exhibit A hereto;

WHEREAS, the Trademark Agreement was recorded in the United States Patent and Trademark Office on February 18, 2000, at Reel 002028, Frame 0257; and

WHEREAS, the Borrower has requested that the Releasing Party release its security interest in the trademark registrations and trademark applications of the Borrower and reassign the same to the Borrower.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Releasing Party hereby releases its security interests in all of the Borrower's right, title and interest in and to all of the following (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Exhibit A hereto;

(b) all Trademark licenses, including each Trademark license, if any, referred to in Exhibit A hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

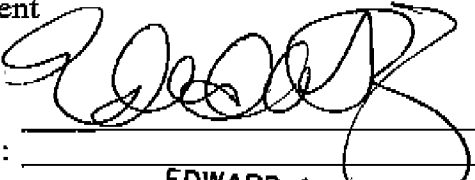
(e) all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Exhibit A hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

2. Releasing Party hereby reassigns, grants and conveys to the Borrower, without any representation, recourse or undertaking by Releasing Party, all of Releasing Party's right, title and interest in and to the Trademark Collateral.

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[Signature Page Follows]*

IN WITNESS WHEREOF, the Releasing Party has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officers as of the day and year first above written.

FIRST SOURCE FINANCIAL, INC.,
as Agent



By: _____
Name: _____

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

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