

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/18/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Vodavi Technology, Inc.		10/18/2006	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: 11**

Property Type	Number	Word Mark
Registration Number:	2812485	CHALK TALK
Registration Number:	2748267	DISCOVERY VOIP
Registration Number:	2738315	EXPRESS VOIP
Registration Number:	2892110	INFINITE
Registration Number:	2884614	MINVOICE
Registration Number:	2286294	ONELOOK
Registration Number:	1406614	STARPLUS
Registration Number:	2424605	STARPLUS TRIAD
Registration Number:	2792299	T TELENium
Registration Number:	2014951	VODAVI
Registration Number:	2856352	XTS

**CORRESPONDENCE DATA**

OP \$290.00 2812485

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  
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:	06/12/2007

**Total Attachments: 6**

source=Vodavi - Scan\_of\_Agreement\_and\_Plan\_of\_Merger\_sections\_6-4-07#page1.tif  
source=Vodavi - Scan\_of\_Agreement\_and\_Plan\_of\_Merger\_sections\_6-4-07#page2.tif  
source=Vodavi - Scan\_of\_Agreement\_and\_Plan\_of\_Merger\_sections\_6-4-07#page3.tif  
source=Vodavi - Scan\_of\_Agreement\_and\_Plan\_of\_Merger\_sections\_6-4-07#page4.tif  
source=Vodavi - Scan\_of\_Agreement\_and\_Plan\_of\_Merger\_sections\_6-4-07#page5.tif  
source=Vodavi - Scan\_of\_Agreement\_and\_Plan\_of\_Merger\_sections\_6-4-07#page6.tif

E 218595

AGREEMENT AND PLAN OF MERGER

dated as of

October 18, 2006

among

VERTICAL COMMUNICATIONS, INC.,

VODAVI TECHNOLOGY, INC.,

and

VERTICAL ACQUISITION SUB INC.

"Intellectual Property" means all trademarks, trade names, service marks, domain names, patents, copyrights, trade secrets, and all applications and registrations of such worldwide; and technology (including but not limited to computer software programs, applications, algorithms, models, databases or documentation), inventions, know-how and tangible or intangible proprietary information or materials.

## ARTICLE II

### THE MERGER

**Section 2.01 *The Merger.*** Subject to the terms and conditions of this Agreement, at the Effective Time, Vodavi and Vertical Acquisition Sub shall, in accordance with Section 251 of the DGCL, consummate a merger (the "Merger") in which Vertical Acquisition Sub shall be merged with and into Vodavi, with Vodavi being the surviving corporation, and the separate corporate existence of Vertical Acquisition Sub shall thereupon cease. The corporation surviving the Merger shall be governed by the laws of the state of Delaware and is sometimes hereinafter referred to as the "Surviving Corporation." In accordance with Section 251 of the DGCL, all of the rights, privileges, powers, immunities, purposes and franchises of Vertical Acquisition Sub and Vodavi shall vest in the Surviving Corporation and all of the debts, liabilities, obligations and duties of Vertical Acquisition Sub and Vodavi shall become the debts, liabilities, obligations and duties of the Surviving Corporation.

### **Section 2.02 *Effective Time***

As soon as practicable

### **Section 2.05 *Certificate of Incorporation***

### ARTICLE III

#### CONVERSION OF SECURITIES

**Section 3.01** *Vodavi*. At the Effective Time, by virtue of the Merger and without any action on the part of Vodavi, Vertical Acquisition Sub or any holder of any shares of Vodavi Stock:

(a) All shares of Vodavi Stock that are held by Vodavi as treasury stock or that are owned by Vodavi or any Subsidiary of Vodavi immediately prior to the Effective Time shall cease to be outstanding and shall be cancelled and retired and shall cease to exist and no consideration shall be delivered in exchange therefor.

(b) Subject to Sections 3.01(a), 3.02 and 3.03, each share of Vodavi Stock issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive from Vertical an amount equal to Seven Dollars and Fifty Cents (\$7.50) in cash without interest (the "Cash Price").

(c) Each share of Vertical Acquisition Sub common stock issued and outstanding immediately prior to the Effective Time shall be converted into one share of common stock of the Surviving Corporation.

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

VERTICAL COMMUNICATIONS, INC.

By: William Y. Tauscher  
Name: William Y. Tauscher  
Title: Chief Executive Officer and Chairman  
of the Board

VODAVI TECHNOLOGY, INC.

By: \_\_\_\_\_  
Name: Gregory K. Roeper  
Title: President and Chief Executive Officer

VERTICAL ACQUISITION SUB INC.


By: Kan. Chubbett  
Name: Kan. Chubbett  
Title: CFO

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

VERTICAL COMMUNICATIONS, INC.

By: \_\_\_\_\_  
Name: William Y. Tauscher  
Title: Chief Executive Officer and Chairman  
of the Board

VODAVI TECHNOLOGY, INC.

By:  \_\_\_\_\_  
Name: Gregory K. Roper  
Title: President and Chief Executive Officer

VERTICAL ACQUISITION SUB INC.

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