

07-11-2001

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RE

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Digital Voice, Inc.

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State Missouri☐ OtherAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: January 31, 2001

2. Name and address of receiving party(ies)

Name: DVI Acquisition Corp.

Internal

Address:

Street Address: Five Greentree Centre, #311

City: Marlton State: NJ Zip: 08053

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State New Jersey☐ OtherIf 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)

76/081,251

76/080,880

B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☒ No

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

Name: David H. Tannenbaum

Internal Address:

Street Address: 2200 Ross Avenue, 28 Floor

City: Dallas

State: Texas

Zip: 75201

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$65

☒ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

06-2380

(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.

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 9

07/10/2001 LNWELLER 00000260 76081251

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 2023101 FC:481
02 FC:48240.00 OP
25.00 OPTRADEMARK
REEL: 002326 FRAME: 0873

EXECUTION COPY**INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT**

THIS ASSIGNMENT (the "Assignment") made and entered into this 31ST day of January 2001, by Digital Voice, Inc. ("DVI" or "Assignor"), a Missouri corporation in favor of DVI Acquisition Corp., a New Jersey corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of January 31, 2001 (the "Purchase Agreement"), providing for the sale by Assignor of certain assets relating to the business of Assignor (the "Acquired Assets");

WHEREAS, Assignor agreed to grant certain rights in intangible assets, including intellectual property, to Assignee in Section 2.01 of the Purchase Agreement;

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the Trademarks shown in Schedule "A", which Schedule was provided by the Assignor to the Assignee, and desires to transfer the Trademarks pursuant to the Purchase Agreement; and

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title, and interest in and to the know how, trade secrets, processes, designs, formulas, and inventions, which are the subject of the United States applications for patents, described in Schedule "A" and desires to transfer the Patents and all other know-how, trade secrets, processes, formulas, and inventions used in the patents being assigned (collectively, the "Patents") to Assignee pursuant to the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby agrees as follows:

TRADEMARKS

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past and future infringements thereof;

2. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Trademarks;

3. The parties hereto shall reasonably cooperate with each other, but at Assignee's expense, in any action required to be taken to fulfill their respective obligations hereunder, including, without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions which either party reasonably requests from time to time to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademarks;

PATENTS

4. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Patents, the inventions disclosed therein and all reissues, reexaminations, and extensions thereof, all said rights to be held and enjoyed by the Assignee for its own use and for the use of its successors, assigns, or other legal representatives, to the full end of the term for which the Patents have been or will be granted, reexamined, extended or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made, and Assignor hereby assigns any and all claims and causes for action for infringement of such Patents which have accrued up to and including the date of this Assignment, including all rights to recover damages and injunctive relief in respect to such infringement;

5. Assignor authorizes and empowers Assignee, its successors, assigns, or nominees, to make additional applications for patent or other form of protection for the Patents in Assignee's own name, in any and all countries and to invoke and claim for any application for patent or other form of protection for the Patents filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from Assignor;

6. Assignor agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become reasonably necessary for obtaining, sustaining, reexamining or reissuing the Patents, and for maintaining and perfecting Assignee's rights to the Patents;

7. Assignor agrees that Assignor will communicate to Assignee or its representatives any facts known to Assignor respecting the Patents and, when requested by Assignee and at Assignee's expense, will reasonably aid Assignee, its successors, assigns, and

legal representatives or nominees, to obtain or enforce proper protection for the Patents in any and all countries;

8. Assignor 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 any country for any purpose and, more particularly, in proof of the right of said corporation or its successors, assigns, or nominees to apply for patent or other proper protection for the Patents, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it;

COPYRIGHTS

9. Assignor also assigns to Assignee its entire right, title and interest in and to any and all registered and unregistered copyrights (including applications, registrations, renewals and extensions) in any works of Assignor, employees, including any editions, derivative works, and variations thereof (collectively, the "Copyrights"). Assignor agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become reasonably necessary for obtaining and sustaining the Copyrights, and for maintaining and perfecting Assignee's rights to the Copyrights;

GENERAL

10. Assignor covenants with Assignee, its successors, assigns, legal representatives, and nominees, that to the best of Assignor's knowledge, the right, title, and interest herein conveyed by Assignor are free and clear of any incumbrance, and that Assignor has full right to convey the same as herein expressed;

11. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;

12. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey;

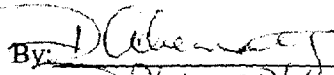
13. This Assignment and the Purchase Agreement contain the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merge and supersede all prior and contemporaneous discussions, agreements and understandings

of every nature between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto; and

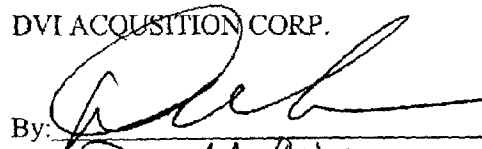
14. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above-written.

DIGITAL VOICE, INC.

By: 
Name: David A. Cohen
Title: Corporate Secretary

DVI ACQUISITION CORP.

By: 
Name: David A. Cohen
Title: Chairman

SCHEDULE A**DVI Intellectual Property Status Chart**

Patents					
	Country	Title	Filing Date	Serial No.	Status
	United States	A DEVICE AND METHOD FOR PROVIDING SOFTWARE INSTALLATION SECURITY	4/28/99	09/301,523	Awaiting First Office Action
	United States	METHOD AND COMPUTER SOFTWARE CODE FOR PROVIDING SECURITY FOR A COMPUTER SOFTWARE PROGRAM	4/28/99	09/301,552	Awaiting First Office Action

Trademarks						
	Country	Mark	Classes	Filing Date	Serial No.	Status
	United States	DVI	9, 16, & 41	6/30/00	76/081,251	Response to first action due 7/4/01. Examiner inquired as to significance of the term "DVI."
	Australia	DVI	9, 16, 35, 41, & 42	7/3/00	841269	Awaiting First Office Action
	Canada	DVI	Goods and Services Described	6/30/00	1,065,666	Awaiting First Office Action
	European Community	DVI	9, 16, 35, 41, & 42	6/30/00	1732742	Awaiting First Office Action

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	United States	Digital Voice Incorporated	9, 16, & 41	6/30/00	76/080,880	Response to First Office Action Due 7/3/01. Mark Rejected as Being Descriptive.
	Australia	Digital Voice Incorporated	9, 16, 35, 41, & 42	7/3/00	101233	Awaiting First Office Action
	Canada	Digital Voice Incorporated	Goods and Services Described	6/30/00	1,065,665	Awaiting First Office Action
	European Community	Digital Voice Incorporated	9, 16, 35, 41, & 42	6/30/00	1732791	Response to First Office Action filed 1/29/01. Mark Rejected Over Description of Goods Formalities.

ACKNOWLEDGMENT

STATE OF New Jersey
COUNTY OF Burlington

:
: ss.
:

David A. Cohen, being duly sworn, says that he is the Chairman of DVI Acquisition Corp., a New Jersey corporation, and acknowledges that he did sign said instrument on behalf of DVI Acquisition Corp. pursuant to due authority.

Sworn to and subscribed
before me this 31st day
of January, 2001.


Notary Public

MAUREEN QUINN NELSON
NOTARY PUBLIC OF NEW JERSEY

My commission expires: MY COMMISSION EXPIRES JUNE 28, 2002

(SEAL)

ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JASPER

:
: ss.
:

D. Abernathy, being duly sworn, says that ^{she} he is the Secretary of Digital Voice, Inc. Missouri corporation, and acknowledges that he did sign said instrument on behalf of Digital, pursuant to due authority.
Voice, Inc.

Sworn to and subscribed
before me this 19th day
of Feb., 2001.

C. Ann Johnson
Notary Public

My commission expires: 3-1-2001

(SEAL)

C. Ann Johnson, Notary Public
Jasper County, State of Missouri
My Commission Expires 3/1/2001