

12-30-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

102634158

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

1. Name of conveying party(ies): Ponte Communications, Inc. 12-23-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State California
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Voyence, Inc.
Internal
Address:
Street Address: 1801 North Glenville Drive
City: Richardson State: TX Zip: 75081
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 10/30/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2655694; 2655695
Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2655694; 2655695

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: David M. O'Dell
Internal Address: Haynes and Boone, LLP
Street Address: 901 Main Street, Suite 3100
City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41) \$ 65.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 08-1394

DO NOT USE THIS SPACE

9. Signature:
David M. O'Dell
Name of Person Signing
Signature
Date 12-17-03
Total number of pages including cover sheet, attachments, and document: 9

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OPR/FINANCE

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

01 FC:0521
02 FC:0522

40.00 Mail documents to be recorded with required cover sheet information to:
25.00 Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

R62531.1

TRADEMARK
REEL: 002887 FRAME: 0530

Assignment Of Intellectual Property Rights

This Assignment of Intellectual Property Rights (the "**Assignment**") is made and entered into as of Oct 31, 2003 by and between **Ponte Communications, Inc.**, a California corporation (the "**Seller**"), and **Voyence, Inc.**, a Delaware corporation (the "**Purchaser**").

RECITALS

WHEREAS, the Seller and the Purchaser have entered into an Asset Purchase Agreement dated as of October 17, 2003 (the "**Asset Purchase Agreement**").

WHEREAS, pursuant to the Asset Purchase Agreement, the Seller has sold to the Purchaser the intellectual property rights of the Seller, including but not limited the trademarks, applications and registrations listed on Exhibit A ("**Trademarks**"), the inventions listed on Exhibit B, and all patents and patent applications with respect thereto ("**Patents**"), the copyrights listed on Exhibit C, both registered and unregistered, ("**Copyrights**"), and any other intellectual property owned by the Seller.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the agreements contained herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, and pursuant to the terms of the Asset Purchase Agreement, the parties do hereby agree as follows:

1. **Assignment of Trademarks.** The Seller does hereby sell, assign and transfer to the Purchaser all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of said Trademarks, and in and to all rights corresponding to the foregoing throughout the world. Upon the execution of this Assignment, the Seller shall cease all use of the Trademarks.

2. **Assignment of Patents.** The Seller, for itself and its successors and assigns forever, hereby assigns, transfers and conveys to the Purchaser all right, title and interest in and to the Patents, in the United States and elsewhere, including without limitation, all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either in law or in equity for past, present or future infringement, together with all issued patents and pending applications and inventions disclosed therein.

3. **Assignment of Trademarks.** The Seller does hereby sell, assign and transfer to the Purchaser all right, title and interest in and to its Trademarks, including without limitation, all

income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of said Trademarks, and in and to all rights corresponding to the foregoing throughout the world.

4. **Assignment of Copyrights.** The Seller does hereby sell, assign and transfer to the Purchaser all right, title and interest in and to the Copyrights, including without limitation, all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of said Copyrights, and in and to all rights corresponding to the foregoing throughout the world.

5. **Assignment of Other Intellectual Property.** The Seller does hereby sell, assign and transfer to the Purchaser all right, title and interest in and to any intellectual property not otherwise specifically enumerated herein, including, but not limited to, any and all product or service information, technical or financial information, business strategies, practices, procedures, customer names or related data, advertising and promotional ideas or material, other business information, technical information, documents, drawings, models, inventions, copyrightable works, trade secrets or domain names, including without limitation, all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, for past, present or future infringement, either in law or in equity.

6. **Terms of the Asset Purchase Agreement.** The Assignment is subject to the terms and conditions of the Asset Purchase Agreement and that, notwithstanding anything contained herein to the contrary, the Assignment shall not be deemed to limit, enlarge or extinguish any obligation of any party under the Asset Purchase Agreement, all of which obligations shall survive the delivery of the Assignment in accordance with the terms of the Asset Purchase Agreement. In case of any conflict between the Asset Purchase Agreement and the Assignment, the Asset Purchase Agreement shall govern.

7. **Further Assurances.** In accordance with, and as more specifically set forth in the Asset Purchase Agreement, the Seller and, following the Seller's dissolution, Michael Watters on behalf of, Seller shall, from time to time after the delivery of the Assignment, at the Purchaser's request and without further consideration, take all steps reasonably necessary to give the Purchaser, or its permitted successors and assigns, all of the Seller's right, title and interest, as applicable, to the Trademarks, Patents, Copyrights, and other intellectual property and to execute and deliver any and all documents, instruments and certificates to evidence the same.

8. **Binding Effect.** The Assignment, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the Seller and the Purchaser, and their respective successors and permitted assigns.

9. **Governing Law.** The Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Texas without regard to the principles of conflicts of law thereof. The Seller hereby irrevocably consents to the jurisdiction of the courts

located in the State of Texas to adjudicate any dispute arising pursuant to the Assignment, and waives any objections thereto.

Any Proceeding arising out of or relating to the Assignment may be brought in the courts of the State of Texas, County of Dallas; and the Seller irrevocably submits to the exclusive jurisdiction of each such court in any such Proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court and agrees not to bring any Proceeding arising out of or relating to the Assignment in any other court. The Seller agrees that the Seller or the Purchaser or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the Seller and the Purchaser irrevocably to waive any objections to venue or to convenience of forum.

10. **Headings.** The headings herein are for convenience only, do not constitute a part of the Assignment and shall not be deemed to limit or affect any of the provisions hereof.

11. **Severability.** In case any one or more of the provisions of the Assignment shall be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of the Assignment shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision which shall be a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in the Assignment.

12. **Counterparts.** The Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same assignment agreement.

IN WITNESS WHEREOF, the Assignment of Intellectual Property Rights has been executed as of the date first written above.

PURCHASER/ASSIGNEE:

VOYENCE, INC.

By: Susan Nash
Susan Nash, Chief Executive Officer

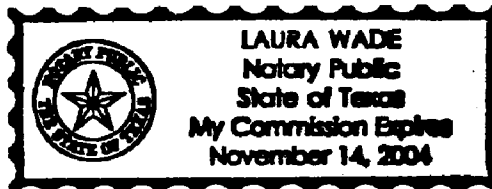
SELLER:

PONTE COMMUNICATIONS, INC.

By: _____
Michael Watters, President

STATE OF Texas
COUNTY OF Dallas

§
§
§



Before me, a Notary Public, on this day personally appeared Susan Nash known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Susan Nash, and that he has executed the same on behalf of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 29th day of October, 2003.

Signature: Laura Wade

Name: LAURA WADE^{cw}

[Signature page to the Voyence/Ponte Assignment of Intellectual Property Rights]

Exhibit A

Trademarks

| TERRITORY | MARK | APP OR REG NUMBER | APP OR REG DATE | CURRENT RECORD TITLE OWNER |
|------------------|--------------------|--------------------------|------------------------|-----------------------------------|
| United States | PONTE | Reg. # 2,655,694 | December 3, 2002 | Ponte Communications, Inc. |
| United States | PONTE (and Design) | Reg. # 2,655,695 | December 3, 2002 | Ponte Communications, Inc. |

Exhibit B

Inventions, Patents, and Patent Applications

| Title | U.S. Filing Date and Serial Number | Foreign Filing Date and Serial Number |
|---|---|--|
| Method and Apparatus for Managing a Network | Filed: December 4, 2001 U.S. Patent Application No. 10/005,396 | |
| Method and Apparatus for Managing a Network | | Filed: January 10, 2002 Patent Cooperation Treaty Patent Application No. PCT/US02/00866 |

Exhibit C

Copyrights

| Title | Certificate of Copyright Registration |
|--------------|--|
| NONE | NONE |