

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nuasis Corporation		09/01/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Intervoice, Inc.
Street Address:	17811 Waterview Parkway
City:	Dallas
State/Country:	TEXAS
Postal Code:	75252
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	78224770	ERA
Registration Number:	2882260	NUASIS
Serial Number:	75909534	NUASIS
Serial Number:	78184556	MULTI-SITE. MULTI-MEDIA. ONE NETWORK.
Serial Number:	78184582	MULTI-SITE. MULTI-MEDIA. ONE NETWORK.
Serial Number:	78336651	NUASIS
Serial Number:	76069581	NUASIS
Registration Number:	2815847	NUCONTACT
Registration Number:	2887627	NUCONTACT CENTER
Serial Number:	78184573	ONEQUEUE
Registration Number:	2890227	SHUTTERS

CORRESPONDENCE DATA

Fax Number: (214)855-8200

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

OP \$290.00 78224770

Phone: 214-855-8000  
Email: DOTrademark@fulbright.com  
Correspondent Name: Linda M. Merritt  
Address Line 1: 2200 Ross Ave., Ste. 2800  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	47524-09503378
NAME OF SUBMITTER:	Linda M. Merritt
Signature:	/Linda M. Merritt/
Date:	10/04/2006

**Total Attachments: 18**

source=Nuasis Asset Purchase Agreement\_01#page1.tif  
source=Nuasis Asset Purchase Agreement\_02#page1.tif  
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**ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY**

This ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY (this "Assignment") is entered into as of September 1, 2006 by and between Nuasis Corporation, a Delaware corporation (the "Assignor") as assignor, in favor of Intervoice, Inc., a Texas corporation (the "Assignee") as assignee, with reference to the following facts and circumstances:

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated September 1, 2006 (hereinafter, the "Asset Purchase Agreement"), providing, among other things, for the sale by Assignor and the purchase by Assignee of all Seller Proprietary Rights set forth on Attachment A hereto, and all other Seller Proprietary Rights relating to the Business, including goodwill (the "Transferred Intellectual Property"); and

WHEREAS, in order to effectuate the sale and purchase of the Transferred Intellectual Property, Assignor is executing and delivering this Assignment to Assignee.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby act and agree as follows:

1. Capitalized Terms. Capitalized terms used in this Assignment, including the recitals and preamble, will have the meanings set forth in the Asset Purchase Agreement.
2. Assignment. Assignor hereby GRANTS, SELLS, CONVEYS, TRANSFERS, ASSIGNS, BARGAINS, DELIVERS, and RELINQUISHES exclusively unto Assignee all right, title and interest in and to the Transferred Intellectual Property, including, without limitation, all Seller Proprietary Rights listed on Attachment A attached hereto, and further including, without limitation: (i) the goodwill of the Business symbolized by the names, marks, trade dress and other indicators of source included in the Transferred Intellectual Property together with all registrations, applications for registration and common law rights in the United States and any state thereof and in any country in the world; (ii) copyrights and any copyright registrations and applications included in the Transferred Intellectual Property; and (iii) confidential and proprietary information, including trade secrets, databases and other data compilations, know-how, inventions, invention disclosures, engineering designs, specifications and documentation included in the Transferred Intellectual Property. Further, Assignor hereby GRANTS, SELLS, CONVEYS, TRANSFERS, ASSIGNS, BARGAINS, DELIVERS, and RELINQUISHES exclusively unto Assignee all right, title and interest in and to any and all claims and demands Assignor have or may have either at law or in equity arising out of any past infringements or misappropriations of the Transferred Intellectual Property.
3. Further Assurances. As and when requested by Assignee from time to time, Assignor shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be

Intellectual Property Assignment Agreement – Page 1. of 5

reasonably necessary to carry out the purposes of this Assignment or any related provision of the Asset Purchase Agreement. Assignor hereby expressly agrees that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record this Assignment in the United States Patent and Trademark Office or other applicable agency or governmental entity. Assignee shall bear all costs of filing or recording any assignment.

4. **Acknowledgment of Rights.** Assignor hereby acknowledges that, from and after the effective date of this Assignment, Assignee has acceded to all of Assignor's right, title, and standing to:
  - a. Receive all rights and benefits pertaining to the Transferred Intellectual Property.
  - b. Institute and prosecute all suits and proceedings and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim of any kind relating to any right, title, or interest assigned hereunder.
  - c. Defend and compromise any and all such actions, suits, or proceedings relating to any right, title, or interest assigned hereunder, and perform all other such acts in relation thereto as Assignee, in its sole discretion, deems advisable.
  - d. Register, maintain, renew or otherwise apply for new or continuing statutory protection for any Transferred Intellectual Property, including but without limitation, any patent, copyright, and trademark protection.
5. **Waiver.** Assignor hereby waives and relinquishes any and all rights that it may have to any utilization of the Transferred Intellectual Property or to object to any use of the Transferred Intellectual Property by Assignee.
6. **Controlling Agreement.** It is contemplated that Assignor may, at any time or from time to time, execute, acknowledge and deliver one or more separate instruments of assignment and conveyance relating to certain of the Transferred Intellectual Property. No such separate instrument of assignment or conveyance shall limit the scope and effect of this Assignment. In the event that any conflict or ambiguity exists as between this Assignment and any such separate instrument of assignment, the terms and provisions of this Assignment shall govern and be controlling.
7. **Successors and Assigns.** This Assignment shall bind Assignor and inure to the benefit of Assignee and its successors and assigns.
8. **Counterparts.** This Agreement may be executed in several counterparts (including by facsimile or portable document format (pdf)), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Descriptive Headings. The descriptive headings of the several paragraphs, subparagraphs, and clauses of this Assignment were inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

*[signatures on following pages]*

In testimony whereof, the parties have caused this Assignment to be executed by their duly authorized representatives.

IN WITNESS WHEREOF, the undersigned Assignor hereunto sets hand and seal on this 1<sup>st</sup> day of September, 2006.

NUASIS CORPORATION

  
Edward V. Lauing, President

THE STATE OF CALIFORNIA

§


COUNTY OF Santa Clara

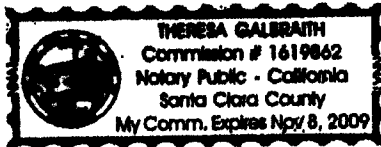
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BEFORE ME, the undersigned authority, on this day personally appeared Edward V. Lauing known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 1<sup>st</sup> day of September, 2006.

  
Notary Public in and for the State of California



**ATTACHMENT A**

45814319.6

**SCHEDULE 1.1(C)**

**SOFTWARE**

See attached.

The following are the names/versions of all products that have been marketed or distributed by Seller:

- NuContact Center v. 1.0 (and associated service pack updates)
- NuContact Center v. 2.0 (and associated service pack updates)
- NuContact Center v. 3.0 (and associated service pack updates)
- NuContact Center Lab System
- NuContact Center Pilot System



**SCHEDULE 2.17**

**SELLER PROPRIETARY RIGHTS  
DOMAINS**

**nuasis.com**

**SCHEDULE 2.17**

**SELLER PROPRIETARY RIGHTS  
PATENTS**

601936 v1/RN

**TRADEMARK  
REEL: 003402 FRAME: 0487**

**Nuasis Corporation - Status Report**  
**303 Bryant St.**  
**Mountain View, CA 94041**

**July 27, 2006**

Our File	Inventors/Contact	Description	Status
NUASI-00000	Carl Schoeneberger	General Correspondence	No action pending
NUASI-00101	Carl Schoeneberger, Kevin McPartlan, Justin Broughton, Michael P. Dimitroff, Charles Hynes, Chandra Pisupali	U.S. Patent Appl. Serial No.: 10/632,615 Filed: 7/31/03 Entitled: CONTACT CENTER ARCHITECTURE	Expect to receive first office action in August of 2006; per Examiner.
NUASI-00101EP	Carl Schoeneberger, Kevin McPartlan, Justin Broughton, Michael P. Dimitroff, Charles Hynes, Chandra Pisupali	European Patent Appl. Serial No.: 03788306.3 Filing Date: 7/31/03 Entitled: CONTACT CENTER ARCHITECTURE	Application Pending Awaiting next correspondence from foreign associate.

PRIVILEGED ATTORNEY - CLIENT COMMUNICATION      \* =file closed-will be removed from subsequent status reports.  
PRIVILEGED ATTORNEY WORK PRODUCT      1

Our File	Inventors/Contact	Description	Status
NUASI-00101HK	Carl Schoeneberger, Kevin McPartlan, Justin Broughton, Michael P. Dimitroff, Charles Hymes, Chandra Pisupali	Hong Kong Patent Appl. Serial No.: 05109732.9 Filing Date: 11/01/05 Entitled: CONTACT CENTER ARCHITECTURE	Application pending. Awaiting next correspondence from foreign associate.
NUASI-00101IN	Carl Schoeneberger, Kevin McPartlan, Justin Broughton, Michael P. Dimitroff, Charles Hymes, Chandra Pisupali	Indian Patent Appl. Serial No.: 129/MUMNP/2005 Filing Date: 7/31/03 Entitled: CONTACT CENTER ARCHITECTURE	Application pending. Awaiting next correspondence from foreign associate.
NUASI-00102	Carl Schoeneberger, Justin Broughton, Michael P. Dimitroff	U.S. Patent No: 7,012,888 B2 Issued: 3/14/06 Entitled: HIGH AVAILABILITY VOIP SUBSYSTEM	Broadened Reissue Deadline 3/14/08. 1 <sup>st</sup> maintenance fee 9/14/09. 2 <sup>nd</sup> maintenance fee 9/13/03. 3 <sup>rd</sup> maintenance fee 9/14/17.
NUASI-00102EP	Carl Schoeneberger	European Patent Appl. Serial No.: 03755731.1 Filing Date: 7/31/03 Entitled: HIGH AVAILABILITY VOIP SUBSYSTEM	Application pending. Awaiting next correspondence from foreign associate.
00102HK	Carl Schoeneberger	Hong Kong Patent Appl. No.: 05111979.7 Filed: 12/23/05 Entitled: HIGH AVAILABILITY VOIP SUBSYSTEM	Application pending. Awaiting next correspondence from foreign associate.

PRIVILEGED ATTORNEY - CLIENT COMMUNICATION \* =File closed-will be removed from subsequent status reports.  
PRIVILEGED ATTORNEY WORK PRODUCT 2

Our File	Inventors/Contact	Description	Status
NUASI-00102IN	Carl Schoeneberger	Indian Patent Appl. Serial No.: 130/MUMNP/2005 Filing date: 7/31/03 Entitled: HIGH AVAILABILITY VOIP SUBSYSTEM	Application pending. Awaiting next correspondence from foreign associate.
NUASI-00103	Charles Hymes, Justin Broughton, Kevin McPartlan, Chandra Pisupati	U.S. Patent Appl. Serial No.: 10/633,250 Filed: 7/31/03 Entitled: AUTOMATIC MANAGEMENT OF THE VISUAL SPACE WHILE PERFORMING A TASK	Application pending. Awaiting first Office Action.
NUASI-00104	Carl Schoeneberger	U.S. Patent Appl. Serial No.: 10/327,360 Filed: 12/20/02 Entitled: REMOTE AGENT ACCESS METHOD TO A VOIP CONTACT CENTER WHERE HIGH QOS IS NOT SUPPORTED	Application pending. Awaiting Issue Notification.
NUASI-00105	Carl Schoeneberger	U.S. Patent Appl. Serial No.: 10/327,348 Filed: 12/20/02 Entitled: SCHEDULED RETURN TO QUEUE WITH PRIORITY(SRQP)	Response filed 7/5/06 to invoke advisory action.
NUASI-00106	Kevin McPartlan, Justin Broughton,	U.S. Patent Appl. Serial No.: 10/633,018 Filed: 7/31/03 Entitled: ESCALATED HANDLING OF NON-REALTIME COMMUNICATIONS	Awaiting first Office Action.

PRIVILEGED ATTORNEY - CLIENT COMMUNICATION \* -File closed-will be removed from subsequent status reports.  
PRIVILEGED ATTORNEY WORK PRODUCT 3

TRADEMARK

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Our File	Inventors/Contact	Description	Status
NUASI-00108	Charles Hymes	U.S. Patent Appl. Serial No.: 10/632,617 Filed: 7/31/03 Entitled: GRAPHICAL CONTROL FOR SIMULTANEOUSLY EDITING AN ARRAY OF VALUES THAT SUM TO A FIXED VALUE	Expect to receive 1st office action in August of 2006; per Examiner.
NUASI-00109	Carl Schoeneberger, Justin Broughton, Michael P. Dimitroff	Div. Patent Application Serial No.: 11/295,753 Filed: 12/06/05 Entitled: HIGH AVAILABILITY VOIP SUBSYSTEM	IDS filed 4/18/06. Awaiting first office action.
NUASI-00200	Justin Broughton Kevin J. McPartlan Elizabeth Rodgers Robert S. Rodgers	U.S. Patent Appl. Serial No.: 09/774,944 Filed: 1/30/01 Entitled: DIGITAL MULTIMEDIA CONTACT CENTER	Response to office action filed 6/23/06. Awaiting next PTO correspondence.
NUASI-00200AU	Carl Schoeneberger	Australian Patent Appl. Serial No.: 2002235455 Filing Date: 1/24/02 Entitled: DIGITAL MULTIMEDIA CONTACT CENTER	Sent instructions to foreign associate regarding amending the application. Awaiting next correspondence from foreign associate.  Absolute deadline to place application in condition for allowance 1/10/07.
NUASI-00200CA	Carl Schoeneberger	Canadian Patent Appl. No.: 2,434,922 Filing Date: 1/24/02 Entitled: DIGITAL MULTIMEDIA CONTACT CENTER	Response filed. Awaiting next correspondence from foreign associate.

PRIVILEGED ATTORNEY - CLIENT COMMUNICATION \* =file closed-will be removed from subsequent status reports.  
PRIVILEGED ATTORNEY WORK PRODUCT 4

TRADEMARK

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Our File	Inventors/Contact	Description	Status
NUASI-00200EP	Carl Schoeneberger	European Appl. Serial No.: 02702070.0 Filing Date: 1/24/02 Entitled: DIGITAL MULTIMEDIA CONTACT CENTER	Application pending. Awaiting next correspondence from foreign associate.
NUASI-00200IL	Carl Schoeneberger	Israel Patent Appl. Serial No.: 157154 Filing Date: 1/24/02 Entitled: DIGITAL MULTIMEDIA CONTACT CENTER	Application pending. Expect to receive the first examination report by July of 2007.
NUASI-00200IN	Carl Schoeneberger	Indian Patent Appl. Serial No.: 705/MUMNP/2003 Filing Date: 1/24/02 Entitled: DIGITAL MULTIMEDIA CONTACT CENTER	Application pending. Awaiting next correspondence from foreign associate.
NUASI-00200JP	Carl Schoeneberger	Japanese Patent Appl. Serial No.: 2002-564925 Filing Date: 1/14/02 Entitled: DIGITAL MULTIMEDIA CONTACT CENTER	Application pending. Awaiting next correspondence from the foreign associate.
NUASI-00200MX	Carl Schoeneberger	Mexican Appl. Serial No.: PA/A/2003/006823 Filing Date: 1/24/02 Entitled: DIGITAL MULTIMEDIA CONTACT CENTER	Application pending. Awaiting next correspondence from foreign associate.

PRIVILEGED ATTORNEY - CLIENT COMMUNICATION \* -file closed-will be removed from subsequent status reports.  
PRIVILEGED ATTORNEY WORK PRODUCT 5

Our File	Inventors/Contact	Description	Status
NUASI-00200NZ	Carl Schoeneberger	New Zealand Patent Appl. Serial No.: 527095 Filing Date: 1/24/02 Entitled: DIGITAL MULTIMEDIA CONTACT CENTER	Instructed foreign associate to file amendment.  Awaiting next correspondence from foreign associate.
NUASI-00300	Carl Schoeneberger Michael P. Dimitroff	U.S. Patent Appl. Serial No.: 10/840,821 Filing Date: 5/6/04 Entitled: BANDWIDTH REDUCTION IN A VOIP NETWORK USING MUSIC ON HOLD	Absolute deadline to place application in condition for allowance 3/20/07.  Expect to receive first office action in April of 2008; per Examiner.
NUASI-00300WO	Carl Schoeneberger Michael P. Dimitroff	PCT Patent Appl. Serial No.: PCT/US95/08345 Int'l Filing Date: 3/14/05 Entitled: HIGH AVAILABILITY VOIP SUBSYSTEM	Awaiting International Search Report.  30 month national phase deadline 11/6/06; awaiting client instructions.
NUASI-00400	Carl Schoeneberger Peter Monaco	Renewal Terms, Assignment, and Licensing of Copyrights Copyright Application Identification No: TX01-194-326 Entitled: NuContact Center 2.0 Registered: 8/30/04	Received Copyright Registration.

PRIVILEGED ATTORNEY - CLIENT COMMUNICATION \* =File closed-will be removed from subsequent status reports.  
PRIVILEGED ATTORNEY WORK PRODUCT 6



**SCHEDULE 2.17**  
**SELLER PROPRIETARY RIGHTS**  
**TRADEMARKS**

601936 v1/HN

**TRADEMARK**  
**REEL: 003402 FRAME: 0494**

NUASIS CORPORATION  
 TRADEMARK STATUS CHART  
 JULY 2006

ERA United States	<u>78/224,770</u>		Class 9: Computer software for distributing, routing and managing telephone calls; voicemail, email and web collaboration sessions across networked customer service centers  Class 38: Voice mail services across networked customer service centers; electronic mail services across networked customer service centers; providing web collaboration sessions across networked customer service centers	Filed 3/12/03; Allowed 09/07/04; Extension granted 02/06	File First Extension and/or Statement of Use by 09/07/06
NUASIS United States	<u>76/338,116</u> 11/13/01	<u>2,882,260</u> 09/07/04	International Class 9: Computer software for designing, implementing and managing multi-media communications networks in the fields of sales, marketing and customer support	Registered 09/07/04 First Use: 05/08/03	File Section 8&15 by 09/07/10 Renew registration by 09/07/14
NUASIS United States	<u>75/909,534</u> 2/3/00		International Class 35: Business management and support services, namely, outsourcing services for others in the field of sales and marketing  International Class 42: Computer services, namely, hosting, monitoring and administering computer networks for others	Registered 10/19/04 First Use: 05/08/03	File Section 8&15 by 10/19/10 Renew registration by 10/19/14

MULTI-SITE, MULTI-MEDIA, ONE NETWORK	78/184,556 11/13/02	2,815,847 02/17/04	Class 9: Computer software for distributing, routing and managing telephone calls; voicemail, email and web collaboration sessions across networked customer services centers	Registered 02/17/04 First Use: 05/08/03	File Declaration of Use by 02/17/10  Renew registration by 02/17/14
MULTI-SITE, MULTI-MEDIA, ONE NETWORK	78/184,582 11/13/02		Class 38: Telecommunications in the field of distributing, routing and managing telephone calls, voicemail, email and web collaboration sessions across networked customer service centers  Class 42: Technical support, namely, monitoring of network systems and design for others in the field of distributing, routing and managing telephone calls, voicemail, email and web collaboration sessions across networked customer service centers <i>[amended 10/03]</i>	Filed 11/13/02; Notice of Allowance issued 4/27/04; Extension granted 04/21/06	File Statement of Use and/or Extension Request 10/27/06
<b>NUASIS</b>	78/336,651 12/4/03		Class 9: Computer software for distributing, routing and managing telephone calls, voicemail, email and web collaboration sessions across networked customer service centers	Pending; Allowed 12/06/05	File Statement of Use and/or Extension by 12/12/06
NUASIS AND DESIGN United States <b>NUASIS</b>	76/069,581 6/13/00	10/12/04 2893685	International Class 35: Business management and support services, namely, outsourcing services for others in the field of sales and marketing  International Class 42: Computer services, namely, hosting, monitoring and administering computer networks for others	Registered 10/12/04 First Use: 05/08/03	Declaration of Use by 10/12/10  Renew registration by 10/12/14

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NUCONTACT	<u>78/184,571</u> 11/13/02	<u>2,815,847</u> 02/17/04	Class 9: Computer software for distributing, routing and managing telephone calls; voicemail, email and web collaboration sessions across networked customer services centers	Registered 02/17/04 First Use: 05/08/03	File Declaration of Use by 02/17/10 Renew registration by 02/17/14
NUCONTACT CENTER	<u>78/184,567</u> 11/13/02	<u>2,887,627</u> 09/21/04	Class 9: Computer software for distributing, routing and managing telephone calls; voicemail, email and web collaboration sessions across networked customer services centers	Registered 09/21/04 First Use: 05/08/03	File Declaration of Use by 09/21/10 Renew registration by 09/21/14
ONEQUEUE	<u>78/184,573</u> 11/13/02		Class 9: Computer software for distributing, routing and managing telephone calls; voicemail, email and web collaboration sessions across networked customer services centers	Filed 11/13/02; Notice of Allowance issued 9/16/03; Second Extension filed 9/15/04; Abandoned per client's instruction 03/11/05	None
SHUTTERS	<u>78/184,575</u> 11/13/02	09/28/04 2890227	International Class 9: Computer software for distributing, routing and managing telephone calls; voicemail, email and web collaboration sessions across networked customer services centers	Registered 09/28/04 First Use: 05/08/03	File Declaration of Use by 09/28/10 Renew registration by 09/28/14

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