

3/19/04

REC

03-24-2004



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To the Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, DC 20503. 1 original document(s) or copy thereof.

1. Name of conveying party(ies):  
T-NETIX, Inc.  
2155 Chenbault Deive, Suite 410  
Carrolton, TX 75006  
2004 MAR 18 AM 9:16  
FINANCE SECTION

2. Name and address of receiving party(ies):  
SpeechWorks International, Inc.  
695 Atlantic Avenue  
Boston, MA 02111

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other:  
Execution Date: July 2, 2002

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes  No  
(Designations must be separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or trademark number(s):  
A. Trademark Application No.(s)/ Mark(s)

B. Trademark Reg. No.(s)/Mark(s)  
SEE ATTACHED

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Thomas H. Young  
Address: MERCHANT & GOULD P.C.  
P.O. Box 2910  
Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved:  
7. Total fee (37 CFR 3.41): \$40.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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.  
Thomas H. Young  
Name of Person Signing

*Thomas H. Young*  
Signature

3/18/04  
Date

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

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01 FC:8521 50.00 BA 40.00 OP  
02 FC:8522

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

<b>TRADEMARK/SERIAL No.</b>	<b>REGISTRATION/FILING DATE</b>	<b>TITLE</b>
REG. No. 2,194,832	REGISTERED 10/13/1998	VOICE VERIFI-AIR
REG. No. 2,216,903	REGISTERED 09/12/1999	SPEAK-EZ PRINT
SERIAL No. 75/523,059	FILED: 07/21/1998	VERI-NET

## PATENT ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, T-NETIX, Inc., having a place of business at 2155 Chenault Drive, Suite 410, Carrollton, TX 75006 (referred to as "ASSIGNOR") has sold, assigned, and transferred and does hereby sell, assign, and transfer to SpeechWorks International, Inc., having a place of business at 695 Atlantic Avenue, Boston, MA 02111 ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following worldwide rights, title, and interests in the trademarks, service marks, inventions and improvements set forth below ("SUBJECT MATTER"):

1. The entire worldwide right, title, and interest in the following trademark registrations and service mark registration application, and in all trademarks and service marks that are the subject thereof, together with all goodwill symbolized thereby:

- (a) U.S. Registered Trademark No. 2,216,903, "SpeakEZ Voice Print"
- (b) U.S. Registered Trademark No. 2,194,832, "VOICE VERIFI-AIR"
- (c) U.S. Service Mark Application No. 75/523,059, "VeriNet"

2. The entire worldwide right, title, and interest in the following patents and patent applications:

- (a) U.S. Patent No. 5,862,519 titled "Blind Clustering of Data with Application to Speech Processing Systems"
- (b) U.S. Patent No. 6,038,528 titled "Robust Speech Processing With Affine Transform Replicated Data"
- (c) U.S. patent Application Serial No. 08/976,280, titled "Voice Print System and Method" and all patents that may be granted based thereon
- (d) U.S. patent Application Serial No. 09/185,871, titled "Model Adaptation System and Method for Speaker Verification" and all patents that may be granted based thereon
- (e) U.S. patent Application Serial No. 09/015,393, titled "System and Method for Detecting a Recorded Voice" and all patents that may be granted based thereon
- (f) U.S. patent Application Serial No. 08/306,855, titled "Channel Estimation System and Method for Use in Automatic Speaker Verification Systems" and all patents that may be granted based thereon
- (g) U.S. patent Application Serial No. 08/976,279, titled "User Validation for Information System Access and Transaction Processing" and all patents that may be granted based thereon
- (h) U.S. patent Application Serial No. 09/933,488, titled "Method of Selecting Models and Combinations of Models for Speaker Recognition Systems" and all patents that may be granted based thereon

- (i) All patent applications from which any of the patents (a) and (b) were derived. ("PATENTS AND APPLICATIONS"); and

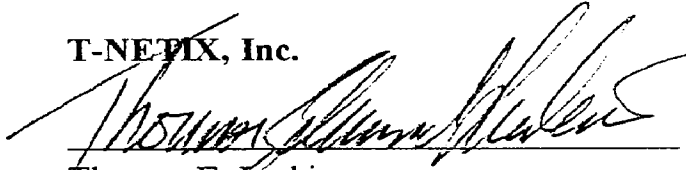
3. The entire worldwide right, title, and interest in and to:

- (a) all PATENTS AND APPLICATIONS claiming priority from the PATENTS AND APPLICATIONS; (b) all divisional, continuation, continuation-in-part, substitute, request for continued examination, renewal, reexamination, reissue, and other related extensions and applications thereto which have been or may be filed in the United States or elsewhere in the world; (c) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (c) through (i) above; and (d) all right of priority in the PATENTS AND APPLICATIONS; and (e) all rights to recover damages for infringement of the PATENTS AND APPLICATIONS, including but not limited to provisional rights.

ASSIGNOR agrees that ASSIGNEE may apply for and receive patents and trademark or service mark registrations for SUBJECT MATTER in ASSIGNEE's own name.

ASSIGNOR represents that ASSIGNOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the ASSIGNOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

T-NEPIX, Inc.



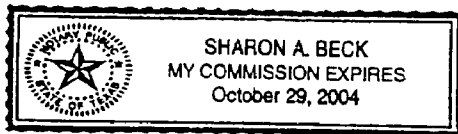
Thomas E. Larkin  
President & CEO

July 19, 2002

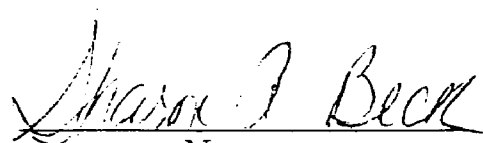
State of Texas } S.S.  
County of Dallas }

On JULY 19, 2002 before me, SHARON A. BECK  
[DATE] [NOTARY PUBLIC]

personally appeared Thomas E. Larkin, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Notary Seal

  
Notary