# 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
VeriSign, Inc.		03/31/2008	CORPORATION: DELAWARE
VeriSign Canada Limited		03/31/2008	CORPORATION: CANADA

### **RECEIVING PARTY DATA**

Name:	Globys, Inc.
Street Address:	1080 West Ewing Street
Internal Address:	Suite 200
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98119
Entity Type:	CORPORATION: DELAWARE

### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark	
Registration Number:	2135795	CALLVISION	
Registration Number:	2585000	E-BILLING WITH INSIGHT	
Registration Number:	3191744	I-OPTIMA	
Registration Number:	2611841	OMNIADVISOR	

#### **CORRESPONDENCE DATA**

Fax Number: (206)359-9000

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

Phone: (206) 359-8000

Email: pctrademarks@perkinscoie.com

Correspondent Name: Grace Han Stanton Address Line 1: 1201 Third Avenue

Address Line 2: Suite 4800

Address Line 4: Seattle, WASHINGTON 98101

REEL: 003751 FRAME: 0447

TRADEMARK

900103196

ATTORNEY DOCKET NUMBER:	32409-0066
NAME OF SUBMITTER:	Grace Han Stanton
Signature:	/Grace Han Stanton/
Date:	04/02/2008
Total Attachments: 9 source=VeriSign Assignment#page1.tif source=VeriSign Assignment#page2.tif source=VeriSign Assignment#page3.tif source=VeriSign Assignment#page4.tif source=VeriSign Assignment#page5.tif source=VeriSign Assignment#page6.tif source=VeriSign Assignment#page7.tif source=VeriSign Assignment#page8.tif source=VeriSign Assignment#page9.tif	

## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this "Assignment") is made and entered into as of March 31, 2008, by and among VeriSign, Inc., a Delaware corporation ("VeriSign"), and VeriSign Canada Limited, a Canadian corporation ("VeriSign Canada," and together with VeriSign, "Assignors") as assignor, in favor of Globys, Inc., a Delaware corporation ("Assignee"), as assignee, with reference to the following facts and circumstances (capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement, dated as of March 3, 2008, by and among (a) VeriSign and VeriSign Canada, on the one hand, and (b) Globys, and Globys Canada Corporation, a Canadian corporation ("Globys Canada"), on the other hand, as amended (the "Asset Purchase Agreement"):

### **RECITALS**

WHEREAS, Verisign, Inc., acquired ownership of any CallVision, Inc., intellectual property that is included on Schedule I, for which CallVision, Inc., may still be the assignee of record, by merger of CallVision, Inc. into Verisign, Inc.; and

WHEREAS, on March 3, 2008, Assignors, on the one hand, and Assignee and Globys Canada, on the other hand, entered into the Asset Purchase Agreement, pursuant to which Assignors have agreed to sell certain assets of Assignors, including but not limited to the Transferred IP as set forth on Schedule I attached hereto to Assignee; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignors agreed to enter into this Assignment, and Assignee would not have entered into the Asset Purchase Agreement but for Assignors' execution of this Assignment.

### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, each of the Assignors and Assignee hereby agrees as follows:

Assignment of Proprietary Rights. Assignors hereby sell, transfer, and assign to Assignee all of its right, title, and interest in and to all the Transferred IP set forth on Schedule I attached hereto free and clear of any Liens other than Liens created by or through Buyers (as defined in the Asset Purchase Agreement), together with the goodwill associated therewith, and all common law and statutory right, title, and interest in the Transferred IP, all rights of registration, maintenance, renewal, and protection thereof, and all rights of recovery and of legal action for past, present, and future infringements and of opposition, interference and/or cancellation proceedings for protection of the Transferred IP. Assignors hereby authorize Assignee, its successors, and assigns to the fullest extent permitted by applicable law, to file in Assignee's own name applications for patents and for trademark, service mark, and copyright registration in the United States and in foreign countries in connection with the Transferred IP, and to secure in Assignee's own name the patents and registrations granted thereon.

Beacon #6194.1

1

[Washington DC #384849 v1]

- 2. <u>Further Acts.</u> Assignors agree to execute or cause to be executed any additional documents, and take or cause to be taken any further actions reasonably requested by Assignee to carry out the intent hereof, the assignment and recordation of the Transferred IP.
- 3. <u>Multiple Counterparts</u>. This Assignment may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument.
- 4. <u>Warranties</u>. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND IN THE ASSET PURCHASE AGREEMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR REGARDING THE SCOPE, VALIDITY, OR ENFORCEABILITY OF ANY TRANSFERRED INTELLECTUAL PROPERTY RIGHTS.
- 5. General Provisions. This Assignment along with the Exhibits and Schedules, together with the Asset Purchase Agreement, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. In the event of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto.
- 6. Governing Law; Jurisdiction and Venue. This Assignment shall be governed by the internal laws of the State of Delaware, irrespective of its choice of law principles. Both the Assignee and the Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the State of Delaware for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

[Signature Pages Follow]

Beacon #6194.1

IN WITNESS WHEREOF, Assignors and Assignee have executed and entered into this Assignment as of the date first written above.

ASSIGNORS:  VERISIGN, INC.  By: Man A. Werner  Name: Key, A A, Werner  Title: SUP Corporate Development  and Strategy
STATE OF
Given under my hand and notarial seal, this day of March, 2008.
Notary Public

**Notarial Seal** 

[Signature Page to Assignment of Intellectual Property Rights]

My Commission expires:

## State of California County of Souta Clara On 15 Murch 2008 before me, Frances Jennings personally appeared \_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(iee), and that by his/her/their signature(s) on the instrument the person(e), or the entity upon behalf of which the person(s) acted, executed the instrument. Comm. Exches Acr 19, 201 I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature Place Notary Seal Above OPTIONAL . Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and realtachment of this form to another document. **Description of Attached Document** Title or Type of Document: Assignment of Intellectual Propert Signer(s) Other Than Named Above: Capacity(les) Claimed by Signer(s) Signer's Name: Signer's Name: ☐ Individual ☐ Individual ☐ Corporate Officer — Title(s): ☐ Corporate Officer — Title(s): \_ ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Attorney in Fact Top of thumb here Too of thumb here ☐ Trustee □ Trustee ☐ Guardian or Conservator ☑ Other: SVY, Corporate ☐ Guardian or Conservator ☐ Other:\_ Signer Is Representing: Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

© 2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org | tem #5907 | Reorder; Call Tott-Free 1-800-876-6827

# **VERISIGN CANADA LIMITED**

Name: Part B. Hudson Title: Director
PROVINCE OF) CITY/COUNTY OF) SS
I, the undersigned, a Notary Public in and for said City/County, in the Province aforesaid, do hereby certify that
Given under my hand and notarial seal, this day of March, 2008.
Notary Public  My Commission expires:

Beacon #6194.1

Notarial Seal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT				
State of California  County of Santa Clua  On 2 (a March 2 Mar	nces Jennings Notary Public. Here Insert Name and Title of the Officer			
personally appeared	Here Insert Name and Title of the Officer  1 B, Hulsow Name(s) of Signer(s)			
FRANCES JANGUAGE Conventation & 1653613 Notary Public - Californio Banto Claso County My Corren. ExplanAge 19, 2016	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/the/y executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.			
Place Notary Seal Above	Signature Signature of Notary Public			
Though the information below is not required by law, it	IONAL  may prove valuable to persons relying on the document lattachment of this form to another document.			
Description of Attached Document	and an area of this form to around accument.			
Title or Type of Document: ASS, a k west	of Interlectual Property Rights			
Document Date: Nerch 16, 2008	of Interlectual Property Rights  Number of Pages:			
Signer(s) Other Than Named Above:				
Capacity(les) Claimed by Signer(s)				
Signer's Name:  Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Signer Is Representing:	Signer's Name:  Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:			
( nitted				

© 2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org | Item #5907 | Reorder: Call Toll-Free 1-800-876-6827

ASSIGNEE:

GLOBYS, INC.

Name:

Tidle.

COUNTY OF King

I, the undersigned, a Notary Public in and for said City/County, in the State aforesaid, do hereby certify that Derek J. Edwards, Chief Executive Officer of Globys, Inc., a Delaware corporation, who is personally known to me or proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial scal, this 315t day of March, 2008.

Notation of the State of the St

Maseuclaste blilgudsham

My Commission expires: 10-03-10

[Signature Page to Assignment of Intellectual Property Rights]

[Washington DC #384849 v1]

### Schedule I

## Transferred IP

## A. Patents and Patent Applications

Country	Patent or Publication No.	Status	Serial no. / (Published Application No.)
US	6,980,631	Issued	09/441,822
US	7,092,502	Issued	09/842,578 (20020031210)
US	7,065,192	Issued	11/112,262 (20050185778)
US		Pending	09/580,448
US	7,006,980	Issued	09/611,958
US	2005203793	Published application	11/079,011
wo	WO200157771	Published application	PCT/US01/03659
US		Pending	09/619,248
US		Pending	11/382,230

# **B. Trademark Registrations and Applications**

Mark	Country	Registration Number
CALLVISION	US	2,135,795
E-BILLING WITH INSIGHT	US	2,585,000
I-OPTIMA	US	3,191,744
OMNIADVISOR	US ·	2,611,841

# C. Copyright Registrations

Copyright Title	Country	Registration Number	Registration Date
CallVision	US	TXu 809-730	6/23/1997
CallVision	US	TX 4-621-303	8/14/1997
CallVision, The Premier Call Analysis Software Resource Guide	US	TX 4-671-737	11/12/1997
CallVision Version 1.1	US	TX 4-666-014	11/12/1997

Schedule I

7

[Washington DC #384849 v1]

Copyright Title	Country	Registration Number	Registration Date
CallVision®, The Premier Call Analysis Software Getting Started Guide	US	TX 4-770-254	4/3/1998
CallVision Version 1.2/Duane S. Edwards	US	TX 4-760-402	4/17/1998
CallVision®, The Premier Call Analysis Software™ Resource Guide	US	TX 4-820-656	7/13/1998
CallVision®, The Premier Call Analysis Software <sup>TM</sup> Activate Today	US	TX 4-980-683	12/7/1998
CallVision®, The Premier Call Analysis Software <sup>TM</sup>	US	TX 4-941-631	2/17/1999
CallVison ASP Version 1.3	US	TX 5-455-738	3/15/2001
User Guide Version 1.4	US	TX 5-363-922	3/16/2001
CallVision®, EBPP With Bill Analysis Forges an Electronic Bond Between You and Your Customers	US	TX 5-368-574	3/16/2001
CallVision®, User Guide PDF	US	TX 5-360-972	3/15/2001
CallVision.com's Analysis Delivers Lasting Customer Loyalty and Conditions Business Customers for Internet Billing	us	TX 5-360-960	3/19/2001
I-Analyst User Guide	US	TX 5-790-515	6/3/2002
I-Analyst User Guide Version 1.6	US	TX 5-562-843	6/3/2002
Product and Services Guide	US	TX 5-544-898	6/3/2002
Driving Adoption: Critical Success Factors and Best Practices	US	TX 5-562-783	6/23/2002
I-Statement; Online Bill Payment Made Easy	US	TX 5-562-781	6/3/2002
E-Billing with Insight	US	TX 5-562-782	6/3/2002
I-Report	US	TXu 1-115-071	6/3/2002
I-Analyst -Office	US	TX 5-562-787	6/3/2002
I-Analyst	US	TX 5-615-568	6/3/2002
CallVision ASP Version 1.9.3	US	TX 6-267-833	11/22/2005
CallVision ASP Version 2.2.3	US	TX 6-267-835	11/22/2005
CallVision ASP Version 2.3.2	US	TX 6-290-671	11/22/2005
CallVision ASP Version 2.4.2	US	TX 6-290-670	11/22/2005
CallVision ASP Version 2.7.2	US	TX 6-290-672	11/22/2005
CallVision ASP Version 2.8.3	US	TX 6-425-740	11/22/2005
CallVision ASP Version 2.9	US	TX 6-272-861	11/22/2005
CallVision ASP Version 2.10	US	TX 6-267-834	11/22/2005

Beacon #6194.1

[Washington DC #384849 v1]

RECORDED: 04/02/2008

8

REEL: 003751 FRAME: 0457