To the Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies) thereof.

1. Name of conveying party(ies):
   InterVoice, Inc.

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

2. Name and address of receiving party(ies):
   Name: InterVoice Limited Partnership
   Internal Address: ____________________________
   Street Address: 639 Isbell Road, Suite 390
   City: Reno
   State: NV Zip: 89509

   Additional name(s) & address(es) attached?
   □ Yes ☑ No

3. Nature of Conveyance:
   ☑ Assignment □ Merger
   □ Security Agreement □ Change of Name
   □ Other

   Execution Date(s): June 2, 1999

4. Application number(s) or patent number(s): 5,255,305; 5,452,341; 5,243,643; 5,469,500; 5,644,631; 5,572,581; 5,703,940
   If this document is being filed together with a new application, the execution date of the application is:
   A. Patent Application No.(s):
   B. Patent No.(s)

   Additional numbers attached? □ Yes ☑ No

5. Name and address of party to whom correspondence concerning document should be mailed:
   Name: David H. Tannenbaum
   Internal Address: Fulbright & Jaworski L.L.P.
   Street Address: 2200 Ross Avenue, Suite 2800
   City: Dallas
   State: TX Zip: 75201

6. Total number of applications and patents involved: 7 (Seven)

7. Total fee (37 CFR 3.41): ...... $ 280.00
   ☑ Enclosed
   □ Authorized to be charged to deposit account

8. Deposit account number:
   06-2380

DO NOT USE THIS SPACE

   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.

   David H. Tannenbaum
   Name of Person Signing

   Signature

   6/3/99

   Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

Form 10/98-722304
BILL OF SALE AND ASSIGNMENT

This BILL OF SALE AND ASSIGNMENT (the "Assignment"), executed as of the 2nd day of June, 1999 by and between INTERVOICE, INC., a Texas corporation ("InterVoice"), and INTERVOICE LIMITED PARTNERSHIP, a Nevada limited partnership (the "Partnership");

WITNESSETH:

WHEREAS, InterVoice is the sole shareholder of both (i) InterVoice GP, Inc., a Nevada corporation that is the 1% general partner of the Partnership (the "General Partner"), and (ii) InterVoice LP, Inc., a Nevada corporation that is the 99% limited partner of the Partnership (the "Limited Partner");

WHEREAS, (i) InterVoice desires to transfer all its right, title and interest in and to the Intellectual Property (as herein defined) in undivided 1% and 99% interests, respectively, to the General Partner and the Limited Partner and (ii) the General Partner and the Limited Partner desire to thereafter immediately transfer all of their right, title and interest in and to the Intellectual Property to the Partnership; and

WHEREAS, InterVoice therefore desires to transfer directly to the Partnership, and the Partnership desires to acquire directly from InterVoice, all of InterVoice’s right, title and interest in and to the Intellectual Property in accordance with the terms and conditions of this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, InterVoice and the Partnership do hereby agree as follows:

1. **Certain Definitions.** As used in this Assignment, the following terms shall have the meanings respectively ascribed thereto:

   "Effective Date" shall mean the date hereof.

   "Intellectual Property" shall mean the Patents.

   "Patents" shall mean all United States and foreign issued patents and United States and foreign patent applications listed on Exhibit "A" hereto owned or held by InterVoice on the Effective Date and any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and in all foreign countries, including all rights to claim priority in and to any and all improvements of the foregoing.

2. **Assignment of Intellectual Property.** InterVoice does hereby TRANSFER, ASSIGN, CONVEY and SET OVER, and the Partnership does hereby accept, effective as of the Effective Date, all of InterVoice’s right, title and interest in and to the Intellectual Property.
3. **Additional Foreign Rights.** The Partnership shall have the right to apply, in its own name, for the issuance of such foreign patents based upon the Patents as the Partnership shall determine to be necessary or appropriate.

4. **Further Assurances.** InteVoice will execute and deliver to the Partnership such bills of sale, assignments and other documents as the Partnership may from time to time reasonably request to vest more fully in the Partnership the ownership of the Intellectual Property and otherwise to consummate the transactions contemplated by this Assignment.

5. **Infringement.** The Partnership shall have the exclusive right to institute an action for infringement of any of the Intellectual Property, including without limitation any infringement occurring prior to the Effective Date. Any damages recovered in any such action shall be the exclusive property of the Partnership.

6. **Applicable Law.** This Assignment will be governed by, and construed in accordance with, the laws of the State of Texas.

7. **Entire Agreement; Amendment.** This Assignment constitutes the entire agreement between InteVoice and the Partnership with respect to the subject matter hereof. This Assignment may not be modified or otherwise amended except by an instrument in writing signed by the party against which enforcement is sought.

8. **Successors and Assigns.** This Assignment will be binding upon, and will inure to the benefit of, InteVoice and the Partnership and their respective successors and assigns.

IN WITNESS WHEREOF, InteVoice and the Partnership have executed this Assignment as of the date first indicated above.

INTERVOICE, INC.

By: 

David Berger, President

INTERVOICE LIMITED PARTNERSHIP

By: INTERVOICE GP, INC.,
its General Partner

By: 

Rob-Koy J. Graham,
Secretary/Treasurer

PATENT
REEL: 009996 FRAME: 0964
STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 2nd day of June, 1999, by David Berger, President of InterVoice, Inc., a Texas corporation, on behalf of said corporation.

[Signature]
Notary Public

{ SEAL }

My Commission Expires:

STATE OF TEXAS §

COUNTY OF DALLAS §

On this 2nd day of June, 1999, personally appeared before me, a notary public, Rob-Roy J. Graham, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument on behalf of InterVoice GP, Inc., a Nevada corporation acting as the General Partner of InterVoice Limited Partnership, a Nevada limited partnership, freely and voluntarily and for the uses and purposes therein mentioned.

[Signature]
Notary Public

{ SEAL }

My Commission Expires:
<table>
<thead>
<tr>
<th>INTEGRATED VOICE PROCESSING SYSTEM</th>
<th>P033US/953596</th>
<th>11/01/90</th>
<th>07/608,147</th>
<th>10/19/93</th>
<th>5,255,105</th>
<th>04/19/01</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTEGRATED VOICE PROCESSING SYSTEM</td>
<td>P033US/953596</td>
<td>10/15/93</td>
<td>08/138,146</td>
<td>09/15/95</td>
<td>5,462,141</td>
<td>03/19/93</td>
</tr>
<tr>
<td>INTEGRATED VOICE PROCESSING SYSTEM</td>
<td>P033CP1/953557</td>
<td>10/10/91</td>
<td>07/774,202</td>
<td>09/07/93</td>
<td>5,243,643</td>
<td>03/07/93</td>
</tr>
<tr>
<td>METHOD AND APPARATUS FOR DELIVERING CALLING SERVICES</td>
<td>P028US/953560</td>
<td>11/12/93</td>
<td>08/151,541</td>
<td>11/21/93</td>
<td>5,469,500</td>
<td>05/21/03</td>
</tr>
<tr>
<td>METHOD AND APPARATUS FOR DELIVERING CALLING SERVICES</td>
<td>P028CLC/963743</td>
<td>08/06/96</td>
<td>08/689,281</td>
<td>07/01/97</td>
<td>5,644,631</td>
<td>01/01/01</td>
</tr>
<tr>
<td>METHOD AND APPARATUS FOR DELIVERING CALLING SERVICES</td>
<td>P028CL/953885</td>
<td>07/31/95</td>
<td>08/508,392</td>
<td>11/05/95</td>
<td>5,592,581</td>
<td>05/05/00</td>
</tr>
<tr>
<td>METHOD AND APPARATUS FOR DELIVERING CALLING SERVICES</td>
<td>P02ACPI/951591</td>
<td>08/10/95</td>
<td>08/513,477</td>
<td>12/30/97</td>
<td>5,703,940</td>
<td>06/30/01</td>
</tr>
</tbody>
</table>