

07-21-1999



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

7-2-99

101095751
RECORDATION FORM COVER SHEET
PATENTS ONLY

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

1. Name of conveying party(ies):

INTERVOICE LIMITED PARTNERSHIP

Additional name(s) of conveying party(ies) attached? yes no

2. Name and address of receiving party(ies):

Name: BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

Internal Address: _____

Street Address: 901 Main Street, 66th Floor

City Dallas State Texas ZIP 75202-3714

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

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: June 1, 1999

4. Application number(s) or patent number(s):

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)

5,898,767	5,878,418	5,859,641
5,155,761	5,684,927	5,901,209
5,311,588	5,479,487	5,581,533
5,818,912	5,452,341	5,255,305

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Andre M. Szuwalski

Internal Address: Jenkins & Gilchrist, P.C.

Street Address: 1445 Ross Avenue, Suite 3200

City: Dallas State: Texas ZIP: 75202-2799

Total number of applications and patents involved: 35

7. Total fee (37 CFR 3.41): \$1,400.00
 Enclosed
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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.

Andre M. Szuwalski
Name of Person Signing

Signature

6/22/99
Date

Total number of pages comprising cover sheet: 2

07/20/1999 DNGUYEN 00000315 5898767

FC:581

1400.00 DP

**In re INTERVOICE LIMITED PARTNERSHIP, Conveying Party, and
BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, Receiving Party**

4 B. - continued

4,243,643	5,469,500	5,572,581	5,644,631	5,703,940	5,854,845
5,177,785	5,796,791	5,822,401	5,905,755	5,570,419	5,327,490
5,247,569	5,822,404	5,754,977	5,740,233	5,802,169	5,699,412
5,898,845	5,841,438	5,754,631	5,797,124	5,675,639	

11 / 1999

PATENT SECURITY AGREEMENT

(InterVoice Limited Partnership)

THIS PATENT SECURITY AGREEMENT ("Agreement") is between INTERVOICE LIMITED PARTNERSHIP, a Nevada limited partnership ("Debtor"), and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association ("Secured Party"), acting in its capacity as Agent pursuant to that certain Credit Agreement dated effective as of June 1, 1999 (as amended, restated, or otherwise modified, the "Credit Agreement") among InterVoice, Inc., InterVoice Acquisition Subsidiary III, Inc., Secured Party, and each of the "Lenders" party thereto.

RECITALS:

A. Debtor and Secured Party have entered into that certain Pledge and Security Agreement, dated as of June 1, 1999 (as amended, restated, or otherwise modified, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor including, without limitation, all of Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Patents and Patent Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

(1) each Patent and each application for a Patent ("Patent Application"), including, without limitation, each Patent and Patent Application referred to in Schedule 1 annexed hereto, together with any reissues, continuations, divisions, modifications, substitutions, or extensions thereof;

(2) each Patent License, to the extent allowable under the license agreement, including, without limitation, each Patent License referred to in Schedule 1 annexed hereto; and

(3) all products and Proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present, or future infringement or breach of any Patent or Patent License, including, without limitation, any Patent or Patent License referred to in Schedule 1 annexed hereto, and any Patent issued pursuant to a Patent Application referred to in Schedule 1 annexed hereto.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

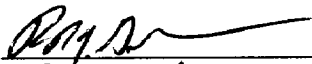
Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by a duly authorized officer of its general partner as of the 1st day of June, 1999.

DEBTOR:

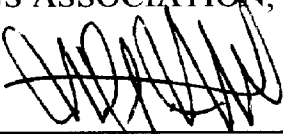
INTERVOICE LIMITED PARTNERSHIP

By: **InterVoice GP, Inc., its General Partner**

By: 
Name: Rob-Roy Graham
Title: President

SECURED PARTY:

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Agent

By: 
Name: Michael J. McCutchin
Title: Managing Director

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 7th day of June, 1999, by Rob Roy Graham, as President of InterVoice GP, Inc., a Nevada corporation, on behalf of such company as general partner of InterVoice Limited Partnership.

{ Seal }



Gregory Hausdorf
Notary Public in and for the State of Texas

My commission expires: _____

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this ___ day of June, 1999, by _____, as _____ of Bank of America National Trust and Savings Association, a national banking association, on behalf of such bank.

{ Seal }

Notary Public in and for the State of _____

My commission expires: _____

ALL-PURPOSE ACKNOWLEDGMENT

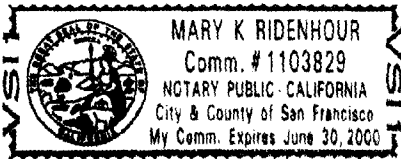
State of California

County of San Francisco } SS.

On 6-11-99 before me, Mary K. Ridenhour,
(DATE) (NOTARY)

personally appeared Michael J. McCutcheon
SIGNER(S)

personally known to me - OR - 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(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.



WITNESS my hand and official seal.

Mary K. Ridenhour
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER
Managing Director
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Patent Security Agreement
TITLE OR TYPE OF DOCUMENT
InterVoice Limited Partnership
3
NUMBER OF PAGES
6-1-99
DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
Bank of America NT&SA

OTHER _____

07 1999

PATENTS

Owner of Record	Country of Registration	Title	Application or Patent No.	Issued Date
InterVoice LLP	Canada	Calling Center Employing Unified Control System	2,111,655	09/16/97
InterVoice LLP	France	Automatic Call Back System and Method of Operation	0587950	12/16/98
InterVoice LLP	Germany	Automatic Call Back System and Method of Operation	0587950	12/16/98
InterVoice LLP	United Kingdom	Automatic Call Back System and Method of Operations	0587950	12/16/98
InterVoice LLP	United States	Assigning and Utilizing Overlapping Address Space for Multiple Cards on a Common Computer Bus	5,898,767	04/27/99
InterVoice LLP	United States	Auto Definition of Data Sets and Provisioning Interfaces for Call Automation	5,878,418	03/02/99
InterVoice LLP	United States	Automatic Bandwidth Allocation in Multimedia Scripting Tools	5,859,641	01/12/99
InterVoice LLP	United States	Automatic Call Back System and Method of Operation	5,155,761	10/13/92
InterVoice LLP	United States	Automatically Updating an Edited Section of a Voice String	5,684,927	11/04/97
InterVoice LLP	United States	Caller Id Substitution for Selected Telephone Callers	5,901,209	05/04/99
InterVoice LLP	United States	Call Progress Detection Circuitry and Method	5,311,588	05/10/94
InterVoice LLP	United States	Calling Center Employing Unified Control System	5,479,487	12/26/95
InterVoice LLP	United States	Distributed Switching Architecture	5,581,553	12/03/96
InterVoice LLP	United States	Fully Digital Call Processing Platform	5,818,912	10/06/98
InterVoice LLP	United States	Integrated Voice Processing System	5,452,341	09/19/95
InterVoice LLP	United States	Integrated Voice Processing System	5,255,305	10/19/93
InterVoice LLP	United States	Integrated Voice Processing System	5,243,643	09/07/93
InterVoice LLP	United States	Method and Apparatus for Delivering Calling Services	5,469,500	11/21/95
InterVoice LLP	United States	Method and Apparatus for Delivering Calling Services	5,572,581	11/05/96
InterVoice LLP	United States	Method and Apparatus for Delivering Calling Services	5,644,631	07/01/97
InterVoice LLP	United States	Method and Apparatus for Delivering Calling Services	5,703,940	12/30/97
InterVoice LLP	United States	Method and Circuit for Voice Automatic Gain Control	5,854,845	12/29/98
InterVoice LLP	United States	Method and System for Secure Telecommunications	5,177,785	01/05/93
InterVoice LLP	United States	Network Based Predictive Dialing	5,796,791	08/18/98
InterVoice LLP	United States	Statistical Diagnosis in Interactive Voice Response Telephone System	5,822,401	10/13/98

Owner of Record	Country of Registration	Title	Application or Patent No.	Issued Date
InterVoice LLP	United States	Statistical Distribution of Voice Mail Messages	5,905,775	05/18/99
InterVoice LLP	United States	System and Method for an Improved Predictive Dialer	5,570,419	10/29/96
InterVoice LLP	United States	System and Method for Controlling Call Placement Rate for Telephone Communication Systems	5,327,490	07/05/94
InterVoice LLP	United States	System and Method for Controlling Outbound and Inbound Calls in a Telephone Communication System	5,247,569	09/21/93
InterVoice LLP	United States	System and Method for Identifying Remote Communications Formats	5,822,404	10/13/98
InterVoice LLP	United States	System and Method for Preventing Enrollment of Confusable Patterns in a Reference Database	5,754,977	05/19/98
InterVoice LLP	United States	System and Method for Statistical Diagnosis of the Operation of an Automated Telephone System	5,740,233	04/14/98
InterVoice LLP	United States	System and Method for Transmission System Automatic Impedance Matching	5,802,169	09/01/98
InterVoice LLP	United States	Systems and Methods for Statistical Distribution of Messages in a Message Recording System	5,699,412	12/16/97
InterVoice LLP	United States	User Device-Independent Transaction Model	5,898,845	04/27/99
InterVoice LLP	United States	Visual Aid for Bandwidth Allocation in Multimedia Scripting Tools	5,841,438	11/24/98
InterVoice LLP	United States	Voice Response Unit Having Robot Conference Capability on Ports	5,754,631	05/19/98
InterVoice LLP	United States	Voice-Controlled Voice Mail Having Random-Order Message Retrieval Based on Played Spoken Identifier List	5,797,124	08/18/98
InterVoice LLP	United States	Voice/Noise Discriminator	5,675,639	10/07/97