

MRD 9-14-99

09-27-1999

FORM PTO-1595

(Rev 5-99)

S&H 8/94



101155478

T

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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

1. Name of conveying party(ies):

(Group A)

Manohar S. VAIDYA  
Rajesh ALLA  
Ashok K. REDDY  
Sree RAM Murthy AYYALA  
Richa GUPTA  
Alok KAUSHAL  
J.S.J.L.K. VERMA  
Prasad UNDAVALLI  
Kondal Rao NALLAJERLA  
Sivaramayya BONAJIRI

Krishna Mohan SISTLA  
Amba Prasad G.  
Biswajit Sundar RAY  
Raghuram GOVIND  
Janaki Rama RAJU  
K. Veerabhadra RAO  
S.D.V. RAVI  
Ram Kumar M.K.  
Surya Sekhar VELPURI  
Bhanumurthy NALLAGONDA

jc564 U.S. PTO  
09/395868  
09/14/99

(Group B)

Simon James JOYCE  
Prafulla C. GUPTA

Satyam Enterprise Solutions Limited (a company of India)

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

(Receiving Party from Conveying Parties  
of Group A)

Satyam Enterprise Solutions Limited  
Mayfair Center, Sardar Patel Road  
Secunderabad 500 003, India

(Receiving Party from Conveying Parties  
of Group B))

In Touch Technologies Limited (a company of British Virgin  
Islands)  
5105 Chevy Chase Parkway, N.W.  
Washington, D.C. 20008, USA

3. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other: \_\_\_\_\_

Execution Date(s): July 7, 1999, July 7, 1999, July 7, 1999, July 7, 1999, July 7, 1999, July 7, 1999,  
July 7, 1999, July 7, 1999, July 7, 1999, July 7, 1999, July 7, 1999, July 7, 1999, July 7, 1999, July 7,  
1999, July 7, 1999, July 7, 1999, July 7, 1999, July 7, 1999, July 7, 1999, July 7, 1999, July 7, 1999, January 26,  
1999 and September 11, 1998

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

This document is being filed together with a new application:

- (a) The filing date of the application is: September 14, 1999  
(b) The title is: TELEPHONY PLATFORM AND METHOD FOR PROVIDING ENHANCED COMMUNICATION SERVICES

\*\*\* OR \*\*\*

This document is being filed after filing of the application:

- (a) Patent Application No(s).       , filed       ; or  
(b) Patent No(s).                     , issued                     .

09/22/1999 09:25:56  
44.00  
44.00  
09/22/1999 09:25:56  
44.00  
44.00

PATENT  
REEL: 010257 FRAME: 0656

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

STAAS & HALSEY LLP  
Attention: David M. Pitcher  
700 Eleventh Street, N.W.  
Suite 500  
Washington, D.C. 20001

Our Docket: 1444.1001/DMP

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)..... \$ 40.00

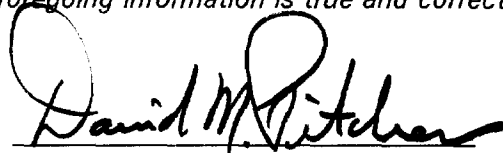
X Enclosed  
\_\_\_\_ Authorized to be charged to deposit account.

8. Deposit Account No.: 19-3935 (Any underpayment is authorized to be charged to this Deposit Account)  
(Attach duplicate copy of this page if paying by deposit account)

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.*

David M. Pitcher, Registration No. 25,908  
Name of Person Signing

  
Signature

September 14, 1999  
Date

Total number of pages including cover sheet: 136

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## ASSIGNMENT

I, Manohar S. Vaidya, of 797-MIG BHEL, Ramchandrapuram, Hyderabad - 500 032, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,470 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 1.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

- (i) to reproduce the Software in any material form, including the storing of the Software in any medium by electronic means;
- (ii) to issue copies of the Software to the public;
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- (v) to make any translation or adaptation of the Software;
- (vi) to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (vii) to sell or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright

registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all Letters Patent and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

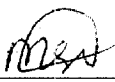
I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

This assignment is for all past and future rights, including the right to seek patent protection for the Software, to enforce pending claims and U.S. patent claims against infringers and to receive past, present and future payments of all royalties, damages and economic benefits arising from the ownership of these patent claims.

I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

This Assignment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of law principles.

Date: 7/7/99

By:   
Manohar S. Vaidya

#54500.01

## ASSIGNMENT

I, Manohar S. Valdyia, of 797-MIG BHEL, Ramchandrapuram, Hyderabad - 500 032, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,440 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 2.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

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- (v) to make any translation or adaptation of the Software;
- (vi) to do in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (vii) to sell or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, are the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright registration or registrations and comparable rights in all countries

throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and to all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all Letters Patent and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereof to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.


I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

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Date: 7/7/99

By:   
Manohar S. Vaidya

#54496.01



## ASSIGNMENT

I, Rajesh Vlla, of 94A, Sai Nagar, Near Vanasthalipuram, Hyderabad - 500 082, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

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Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, be the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask work made for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright registration or registrations and comparable rights in all countries

throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and all trade secrets in the Software.

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Date: 7/7/99

By:   
Rajesh Alla

#54496.01

## ASSIGNMENT

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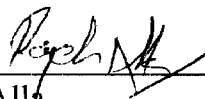
I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

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Date: 7/7/99

By:   
Rajesh Allu

#54500.01

## ASSIGNMENT

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Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, shall be the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), and other research data files, software tools, and all documentation thereto, and any mask work created for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and have such right registration or registrations and comparable rights in all countries

throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and a Letters Patent and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

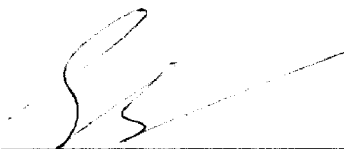
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I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

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Date: 7/7/99

By:   
\_\_\_\_\_  
Ashok K. Reddy

#54496.01

## ASSIGNMENT

I, Ashok K. Reddy, of 1, Sanali Residency, Raj Bhavan Road, Hyderabad - 500 082, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,470 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 1.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

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registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

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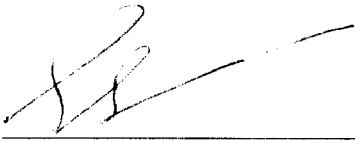
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Date: 7/7/99

By:   
Ashok K. Reddy

#54500.01

# ASSIGNMENT

I, Sree Ram Murthy Ayyala, of Plot No. 4, Banjara Nagar, Tirumalgiri, Secunderabad, India, and in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,440 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 2.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

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Date: 7/7/99

By: Sree Ram Murthy A  
Sree Ram Murthy Ayyala

#54496.01

## ASSIGNMENT

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Date: 7/7/99

By: Sree Ram Murthy A  
Sree Ram Murthy Ayyala

#54500.01

## ASSIGNMENT

I, Richa Gupta, of Flat No. 104 Lumbini Classis Apartments, H. No. 6-3-1099/9, Raj Bhavan Rd., Hyderabad 500 082, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

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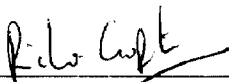
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Date: 7/7/99

By:   
Richa Gupta

#54496.01

## ASSIGNMENT

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Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright

registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

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I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

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I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

This Assignment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of law principles.

Date: 7/7/99

By:   
Richa Gupta

#54500.01



## ASSIGNMENT

I, Alor Kaushal, of flat No. 106, Park View Residency, Rajiv Nagar, Behind AG Colony, Hyderabad - 500 045, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,440 and entitled "A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL MOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 2.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

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throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

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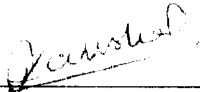
I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

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Date: 7/7/99

By:   
Alok Kaushal

#54496.01

## ASSIGNMENT

I, Alok Kaushal, of Flat No. 106, Park View Residency, Rajiv Nagar, Behind AG Colony, Hyderabad - 500 045, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

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registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

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Date: 7/7/99

By: *Alok Kaushal*  
Alok Kaushal

#54500.01

## ASSIGNMENT

I, J. S.J.L.K. Vennal, of c/o CHV Rama Raju, Plot No. 36, Aditya Nilayam, Kamala Ngr., V. Puram, Hyderabad - 500 070, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad, Andhra Pradesh, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

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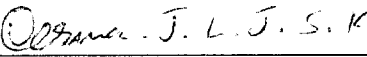
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Date: 7/7/99

By:  J. S.J.L.K. Verma

#54496.01

## ASSIGNMENT

I, J. S.J.L.K. Verma, of c/o CHV Rama Raju, Plot No. 36, Aditya Nilayam, Kamala Ngr., V. Puram, Hyderabad - 500 070, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

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Date: 7/7/99

By: Attn: J. S. J. S. K.  
J. S.J.L.K. Verma

#54500.01

## ASSIGNMENT

I, Prasad Undavalli, of c/o P. Nageswar Rao, 208, Sonali Heavens, Ameerpet, Hyderabad - 500 016, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

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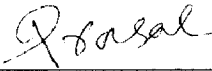
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- (vii) to sell or give on hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, in and to, without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic formatted data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright registration or registrations and comparable rights in all countries

I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

This Assignment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of law principles.

Date: 7/7/99

By:   
Prasad Undavalli

#54496.01

throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all Letters Patent and all convention and Treaty rights of all kinds, in all countries throughout the world, for the said subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

This assignment shall cover all past and future rights, including the right to seek patent protection for the Software and to enforce pending claims and U.S. patent claims against infringers and to receive past, present and future payments of all royalties, damages and economic benefits arising from the ownership of these patent claims.

## ASSIGNMENT

I, Prasad Undavalli, of c/o P. Nageswar Rao, 208, Sonali Heavens, Ameerpet, Hyderabad - 500 016, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,470 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 1.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

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- (ii) to issue copies of the Software to the public;
- (iii) to perform the Software in public or communicate it to the public;
- (iv) to make any cinematographic film or sound recording in respect of the Software;
- (v) to make any translation or adaptation of the Software;
- (vi) to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
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Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright



registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

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I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

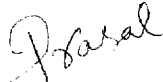
I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

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I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

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Date: 7/7/99

By:   
Prasad Undavalli

#54500.01

# ASSIGNMENT

I, Kondal Rao Nanajethi, of 12-13-477, St. No. 1, Flat No. 103, D.S. Enclave, Tarnaka, Secunderabad - 500 014, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented a certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are attached, and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,440 and entitled A PREPARED TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SCHEDULING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM (hereinafter referred to as "the provisional application"). By virtue of the fact that the Software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

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- (v) to make any translation or adaptation of the Software;
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- (vii) to sell or give on hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner, in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright registration or registrations and comparable rights in all countries

throughout the world, (6) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

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I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to take copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.


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Date: 7/7/99

By:   
Kondal Rao Nallajerla

#54496.01

## ASSIGNMENT

I, Kondal Rao Nallajerla, of 12-13-477, St. No. 1, Flat No. 103, D.S. Enclave, Tarnaka, , Secunderabad - 500 015, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

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registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

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I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.


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Date: 7/7/99

By:   
Kondal Rao Nallajerla

#54500.01



## ASSIGNMENT

I, Sivaramayya B. Pillai of Plot No. 50, Ramachandrayya Colony, West Venkatapuram, Secunderabad - 500 015, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are hereinafter and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,440 and entitled A PREPARED TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL CALLING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 2.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the Software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

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Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner, in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic spreadsheets, data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright applications or registrations and comparable rights in all countries

throughout the world, (4) all inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, extension, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

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Date: 7/7/99

By:   
Sivaramayya Bonajiri

#54496.01

## ASSIGNMENT

I, Sivaramayya Bonajiri, of Plot No. 50, Ramachandrayya Colony, West Venkatapuram, Secunderabad - 500 015, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

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- (vii) to sell or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright

registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all Letters Patent and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

This assignment is for all past and future rights, including the right to seek patent protection for the Software, to enforce pending claims and U.S. patent claims against infringers and to receive past, present and future payments of all royalties, damages and economic benefits arising from the ownership of these patent claims.

I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owner; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

This Assignment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of law principles.

Date: 7/7/99

By:   
Sivaramayya Bonajiri

#54500.01

## ASSIGNMENT

I, Krishna Mohan, son of H. No. 8-3-988/40, SBH Colony, Sri Nagar Colony, Yellareduguda, Hyderabad-500 083, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad-500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on November 15, 1998 as Provisional Application Serial No. 60/100,440 and entitled "A PREPARED TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SCHEDULING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM" (hereinafter referred to as "the provisional application"). By virtue of the fact that the Software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

- (i) to reproduce the Software in any material form, including the storing of the Software in any medium in electronic means;
- (ii) to issue copies of the Software to the public;
- (iii) to perform the Software in public or communicate it to the public;
- (iv) to make any cinematographic film or sound recording in respect of the Software;
- (v) to make any translation or adaptation of the Software;
- (vi) to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (vii) to sell or give on hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner, in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright applications or registrations and comparable rights in all countries

throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to obtain patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, from now until the end of time, the full and exclusive right, title and interest in and to all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all Letters Patent and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country who are duty bound to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, issue, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditures on this account, the same shall be reimbursed by assignee.

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I hereby represent and warrant that the Software is original except for material in the public domain, and such material from other works may be included with the written permission of the copyright owner; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

This Assignment shall lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of law principles.

Date: 7/7/99

By: S. Krishna Mohan  
Krishna Mohan Sistla

#54496.01

## ASSIGNMENT

I, Krishna Mohan Sistla, of H. No. 8-3-988/40, SBH Colony, Sri Nagar Colony, Yellareddyguda, Hyderabad 500 873, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,470 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 1.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

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- (iii) to perform the Software in public or communicate it to the public;
- (iv) to make any cinematographic film or sound recording in respect of the Software;
- (v) to make any translation or adaptation of the Software;
- (vi) to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (vii) to sell or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future (3) all copyright applications and registrations and the right to seek and hold copyright

registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all Letters Patent and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

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I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

This Assignment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of law principles.

Date: 7/7/99

By: S. Krishna mohan  
Krishna Mohan Sistla

#54500.01

## ASSIGNMENT

I, Anand Prasad, residing at No. 304, Durga Elite, 1-10 50/1, Chikoti Gardens, Begumpet, Hyderabad - 500 016, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad - 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on November 15, 1998 as Provisional Application Serial No. 60/100,440 and entitled "A PREPARED TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 2.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyright in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

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- (iii) to perform the Software in public or communicate it to the public;
- (iv) to make any cinematographic film or sound recording in respect of the Software;
- (v) to make any translation or adaptation of the Software;
- (vi) to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (vii) to sell or give away, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including, without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic source code, data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright applications or registrations and comparable rights in all countries

throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity to endure from now until the end of time, the full and exclusive right, title and interest in and to all inventions relating to the Software, being useful, novel, unobvious and for taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all Letters Patent and all convention and Treaty rights of all kinds, in all countries throughout the world, for such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to make copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes of this assignment. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

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Date: 7/7/99

By: A. Amba Prasad  
Amba Prasad G.

#54496.01

## ASSIGNMENT

I, Amba Prasad G., of Flat No. 304, Durga Elite, 1-10 50/1, Chikoti Gardens, Begumpet, Hyderabad - 500 016, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,470 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 1.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

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- (vi) to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (vii) to sell or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future (3) all copyright applications and registrations and the right to seek and hold copyright



registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all Letters Patent and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

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Date: 7/7/99

By: G. Amba Prasad  
Amba Prasad G.

#54500.01

## ASSIGNMENT

I, Dr. Rajit Sunkar, of Flat No. 76, Bharani Complex, Block-P, Minister Road, Secunderabad, India, am a full time employee of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad-500 003, and am hereinafter referred to as "assignee") as a software engineer. One of my duties towards that assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are drafted and described in a provisional application for a United States Patent that was filed on November 15, 1998 as Provisional Application Serial No. 60/100,440 and entitled "A PREPARED TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL VOICING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 2.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the Software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize me doing any of the following acts in respect of the software or any substantial part thereof:

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Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, in and to, without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic data files, software tools, and all documentation thereto, and any mask work or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and have copyright applications or registrations and comparable rights in all countries

throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, amendment, extension or reissue thereof or any legal equivalent thereof in a foreign country for the term or terms for which the same may be granted, (5) all trademark application and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trademark rights in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity to endure from now until the end of time, the full and exclusive right, title and interest in and to all inventions relating to the Software, being useful, novel, unobvious and for taking a creative step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all Letters Patent and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to make copyright registrations, patents, trademark registrations or legal equivalents hereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent files and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

This assignment of all past and future rights, including the right to seek patent protection for the Software, to enforce pending claims and U.S. patent claims against infringers and to receive past, present and future payments of all royalties, damages and economic benefits arising from the ownership of these patent claims.

I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owner and the Software does not contain any libelous material or injurious instruction and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

This Assignment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of law principles.

Date: 7/7/99

By: Biswajit Sundar Ray  
Biswajit Sundar Ray

#54496.01

## ASSIGNMENT

I, Biswajit Sundar Ray, of Flat No. 76, Bharani Complex, Block-P, Minister Road, Secunderabad, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,470 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 1.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

- (i) to reproduce the Software in any material form, including the storing of the Software in any medium by electronic means;
- (ii) to issue copies of the Software to the public;
- (iii) to perform the Software in public or communicate it to the public;
- (iv) to make any cinematographic film or sound recording in respect of the Software;
- (v) to make any translation or adaptation of the Software;
- (vi) to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (vii) to sell or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright

registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all Letters Patent and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

This assignment is for all past and future rights, including the right to seek patent protection for the Software, to enforce pending claims and U.S. patent claims against infringers and to receive past, present and future payments of all royalties, damages and economic benefits arising from the ownership of these patent claims.

I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

This Assignment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of law principles.

Date: 7/7/99

By: Biswajit Sundar Ray  
Biswajit Sundar Ray

#54500.01



## ASSIGNMENT

I, **Prashanthuram Govindaraj**, 2-2-1137, New Nallakunta, Hyderabad - 500 044, India, am in full time employment with **Enterprise Solutions Limited**, a company registered in India, with an address at 'Maya Raju Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee"), as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,440 and entitled **A PRIORITIZED TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL CALLING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM** (hereinafter referred to as "the provisional application"). By virtue of the fact that the Software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

- (i) reproduce the Software in any material form, including the storing of the Software in any medium in electronic means;
- (ii) issue copies of the Software to the public;
- (iii) perform the Software in public or communicate it to the public;
- (iv) make any cinematographic film or sound recording in respect of the Software;
- (v) make any translation or adaptation of the Software;
- (vi) do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (vii) sell or give on hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, as the assignee, in perpetuity, to endure from now until the end of time, of all worldwide rights, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation: (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLL), electronic and non-electronic data files, software tools, and all documentation thereto, and any mask work made or for the making of the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and have copyright applications and registrations and comparable rights in all countries

throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all Letters Patent and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country with a duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents hereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent papers and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

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I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

This assignment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of law principles.

Date: 7/7/99

By: Raghu Ram Govinda chugula  
Raghuram Govind

#54496.01

## ASSIGNMENT

I, Krishuram Govind, of 2-2-1137, New Nallakunta, Hyderabad - 500 044, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,470 and entitled A PREPARED TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

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- (iii) to perform the Software in public or communicate it to the public;
- (iv) to make any cinematographic film or sound recording in respect of the Software;
- (v) to make any translation or adaptation of the Software;
- (vi) to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (v); or,
- (vii) to sell or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright

registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all Letters Patent and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

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This Assignment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of law principles.

Date: 7/7/99

By: Raghu Ram Govinda Chayula  
Raghuram Govind

#54500.01

## ASSIGNMENT

I, J. Sanki Rama Raju, of c/o I.S.N. Raju, 47-B, Vengala Rao Nagar Cly, Hyderabad - 500 038, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that is filed on September 15, 1998 as Provisional Application Serial No. 60/100,440 and entitled "A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 2.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

- (i) reproduce the Software in any material form, including the storing of the Software on any medium by electronic means;
- (ii) issue copies of the Software to the public;
- (iii) perform the Software in public or communicate it to the public;
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- (v) make any translation or adaptation of the Software;
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- (vii) sell or give or hire, or offer for sale or hire any copy of the Software, regardless whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, source code, executable programs and algorithms, binary form mediums, dynamic linked libraries (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask work created for or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and have copyright registration or registrations and comparable rights in all countries

throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own and control patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For and in consideration and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I do hereby assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application for all Letters Patent and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country with authority it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I do hereby covenant that I will, upon the assignee's request, provide assignee with all pertinent papers and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

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Date: 7/7/99

By: P. Janaki Rama Raju  
Janaki Rama Raju

#54496.01

## ASSIGNMENT

I, Janaki Rama Raju, of c/o I.S.N. Raju , 47-B, Vengala Rao Nagar Cly, Hyderabad - 500 038, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,470 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 1.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

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- (v) to make any translation or adaptation of the Software;
- (vi) to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
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Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright

registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all Letters Patent and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

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I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

This Assignment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of law principles.

Date: 7/7/99

By: P. Janaki Rama Raju  
Janaki Rama Raju

#54500.01

# ASSIGNMENT

I, Veerabhadra Rao, of 1-8-499/2, Chikkadpally, Hyderabad, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Cyfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

In the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that is filed on September 15, 1998 as Provisional Application Serial No. 60/100,440 and entitled "A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 2.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

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- (iii) perform the Software in public or communicate it to the public;
- (iv) make any cinematographic film or sound recording in respect of the Software;
- (v) make any translation or adaptation of the Software;
- (vi) do, in relation to a translation or an adaptation of the Software, any of the acts defined in relation to the Software in clauses (i) to (vi); or,
- (vii) sell or give or hire, or offer for sale or hire any copy of the Software, regardless whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all rights, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, source code, executable programs and algorithms, binary form mediums, dynamic linked libraries (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask work created for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and to obtain copyright registration or registrations and comparable rights in all countries

throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own and control patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

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Date: 7/7/99

By:   
K. Veerabhadra Rao

#54496att

## ASSIGNMENT

I, K. Veerabhadra Rao, of 1-8-499/2, Chikkadpally, Hyderabad, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

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Date: 7/7/99

By:   
K. Veerabhadra Rao

#54500.01

## ASSIGNMENT

I, Mr. Ravi, of HIGH - 292, BHEI township, Hyderabad - 500 032, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Satyam Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

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throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and computer rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

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Date: 7/7/99

By: S. D. V. Ravi  
S. D. V. Ravi

#54496.0.

## ASSIGNMENT

I, S. D.V. Ravi, of HIGH - 292, BHEI township, Hyderabad - 500 032, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

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Date: 7/7/99

By: S. D. V. Ravi  
S. D. V. Ravi

#54500.01



## ASSIGNMENT

I, Ravi Kumar M.K., of R-7 sector - C, AWHO colony, Gautam Enclave Sikh Village, Secunderabad - 500 009, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad - 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

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I further covenant that I will, upon the assignee's request, provide assignee with all pertinent files and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

This assignment is for all past and future rights, including the right to seek patent protection for the Software, to enforce pending claims and U.S. patent claims against infringers and to receive past, present and future payments of all royalties, damages and economic benefits arising from the ownership of these patent claims.

he hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

This Assignment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflict of law principles.

Date: 7/7/99

By: M.K. Ram  
Ram Kumar M.K.

#54496.01

## ASSIGNMENT

I, Ram Kumar M.K., of R-7 sector - C, AWHO colony, Gautam Enclave Sikh Village, Secunderabad - 500 009, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,470 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 1.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

- (i) to reproduce the Software in any material form, including the storing of the Software in any medium by electronic means;
- (ii) to issue copies of the Software to the public;
- (iii) to perform the Software in public or communicate it to the public;
- (iv) to make any cinematographic film or sound recording in respect of the Software;
- (v) to make any translation or adaptation of the Software;
- (vi) to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (vii) to sell or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright

registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all Letters Patent and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

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I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

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Date: 7/7/99

By: M.K. Ram  
Ram Kumar M.K.

#54500.01

# ASSIGNMENT

I, **Satyam Sekhar Velpuri**, of Flat No. 205, Lumbini Apartments, Dharam Karan Road, Ameerpet, Hyderabad - 500 016, India, am in full time employment of **Satyam Enterprise Solutions Limited**, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

In the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,440 and entitled **A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 2.0** (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

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- (iii) to perform the Software in public or communicate it to the public;
- (iv) to make any cinematographic film or sound recording in respect of the Software;
- (v) to make any translation or adaptation of the Software;
- (vi) also, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (v); or,
- (vii) to sell or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and prosecute copyright registration or registrations and comparable rights in all countries

throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to obtain all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and copyright rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all Letters Patent and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

I hereby authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country to the extent it is to issue copyright registrations, patents, trademark registrations or legal equivalents, to do so to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I hereby covenant that I will, upon the assignee's request, provide assignee with all pertinent files and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to carry for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

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he do represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

This Assignment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflict of law principles.

Date: 7/7/99

By: V. L. Surya Sekhar  
Surya Sekhar Velpuri

#54496.01

## ASSIGNMENT

I, Surya Sekhar Velpuri, of Flat No. 205, Lumbini Apartments, Dharam Karan Road, Ameerpet, Hyderabad - 500 016, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,470 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 1.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

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- (vi) to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (vii) to sell or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright

registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

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I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

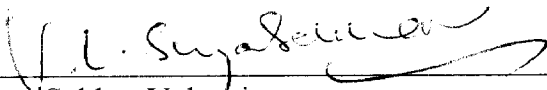
I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

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Date: 7/7/99

By:   
Surya Sekhar Velpuri

#54500.01

# ASSIGNMENT

I, Murthy Nallagonda, of B/3, R.K. Residency, Mahatma Nagar, Bowenpally, Secunderabad - 500 009, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad - 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

In the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,440 and entitled PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL MODEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 2.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

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- (v) to make any translation or adaptation of the Software;
- (vi) to, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (vii) to sell or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives is the owner in perpetuity, to endure from now until the end of time, of all worldwide title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask work or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and obtain copyright registration or registrations and comparable rights in all countries

throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to obtain patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and common law rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

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Date: 7/7/99

By: Bhanumurthy Nallagonda

#54496.01

## ASSIGNMENT

I, Bhanumurthy Nallagonda, of B/3, R.K. Residency, Mahatma Nagar, Bowenpally, Secunderabad - 500 009, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

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I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

This assignment is for all past and future rights, including the right to seek patent protection for the Software, to enforce pending claims and U.S. patent claims against infringers and to receive past, present and future payments of all royalties, damages and economic benefits arising from the ownership of these patent claims.

I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

This Assignment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of law principles.

Date: 7/7/99

By: N. Bhanu Murthy  
Bhanumurthy Nallagonda

#54500.01

## ASSIGNMENT

I, Prafulla C. Gupta, of 8231 CR 500, Pagosa Springs, Colorado 81147, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,440 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 2.0 (hereinafter referred to as "the provisional application").

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- (ii) to issue copies of the Software to the public;
- (iii) to perform the Software in public or communicate it to the public;
- (iv) to make any cinematographic film or sound recording in respect of the Software;
- (v) to make any translation or adaptation of the Software;
- (vi) to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (vii) to sell or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part,

reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all Letters Patent and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

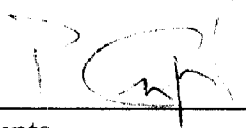
I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

This assignment is for all past and future rights, including the right to seek patent protection for the Software, to enforce pending claims and U.S. patent claims against infringers and to receive past, present and future payments of all royalties, damages and economic benefits arising from the ownership of these patent claims.

I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

This Assignment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of the United Kingdom, without reference to conflicts of law principles.

Date: 8 Feb 99

By:   
Prafulla C. Gupta

#54496.03

## ASSIGNMENT

I, Prafulla C. Gupta, of 8231 CR 500, Pagosa Springs, Colorado 81147, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,470 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 1.0 (hereinafter referred to as "the provisional application").

I hereby assign any and all rights, title and interest in and to the copyrights in the Software to In Touch Technologies Limited, a corporation organized and existing under the laws of the British Virgin Islands, located at Sea Meadow House, Black Burne Highway, P.O. Box 116, RoadTown, Tortolla, British Virgin Islands (hereinafter referred to as "assignee").

I understand and acknowledge that the assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the Software or any substantial part thereof:

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- (iv) to make any cinematographic film or sound recording in respect of the Software;
- (v) to make any translation or adaptation of the Software;
- (vi) to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (vii) to sell or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright

registrations or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

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I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

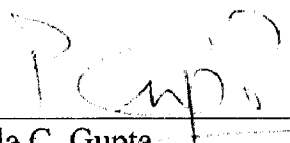
I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

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I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

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Date: 8 Feb 99

By:   
Prafulla C. Gupta

#54496.03



## ASSIGNMENT

I, Simon James Joyce, of 36 Soi Saeng Chai, Sukhumvit 38, Bangkok 10110, Thailand, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,440 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 2.0 (hereinafter referred to as "the provisional application").

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in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

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Date: 26/1/95

By:   
Simon James Joyce

#54496.03

## ASSIGNMENT

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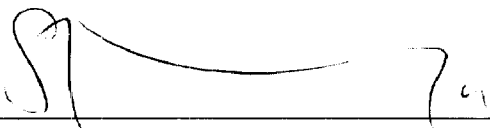
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Date: 26 | 1 | 99

By:   
Simon James Joyce

#54496.03

## ASSIGNMENT

*SMR* This Assignment is effective as of 1 January 1998 ("Effective Date") and is by and between Satyam Enterprise Solutions, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India, and IN TOUCH Technologies, Limited ("ITTL"), a corporation of the British Virgin Islands, with an address at 8231 CR 500, Pagosa Springs, Colorado 81147, United States of America. Satyam has contractually developed, as works for hire, certain computer software entitled CallManager (comprising SwitchManager and CardManager) <sup>And</sup> ~~NetManager, and OfficeManager~~, which is described in the specification and representative portions of the source code thereof attached hereto as Exhibit A ("the Software"). ITTL desires to clarify its ownership of all worldwide right, title and interest in and to the Software, both object and source code and documentation for the code and any mask works of or for the Software, and all worldwide copyright, patent, trade secrets relating thereto and all other worldwide intellectual property rights therein, including trademark and trade dress pertaining to the Software (the "Intellectual Property Rights"). *W. Mayo*

For good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, Satyam does hereby assign and transfer to ITTL in perpetuity, to endure from now until the end of time, all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object and source code and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright registration or registrations and comparable rights in all countries throughout the world, (4) the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation-in-part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software. Satyam further authorizes and requests the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to ITTL, its lawful successors and assigns.

Satyam further covenants that Satyam will, upon ITTL's request, provide ITTL with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to Satyam and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ITTL or its legal representative any and all papers, instruments or affidavits

required to apply for, obtain, maintain, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by ITTL. In case Satyam incurs any expenditure on this account, the same shall be reimbursed by ITTL.

This Assignment shall not lapse if the rights assigned to ITTL are not exercised within a period of one year from the Effective Date. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of laws principles. This Assignment supersedes any assignment(s) of the Software from Satyam to ITTL executed prior to the date(s) of execution of this Assignment.

SATYAM

By: *S. Raju*

Name: Srinu Raju

Title: Managing Director

Date: *Sep 11, 98*

ITTL

By: *Marc E. Chafetz*

Name: Marc E. Chafetz

Title: Senior Vice President and General Counsel

Date: *9/10/98*

SATYAM SEAL:



46883.05