

12-13-2000

Form-PTO-1595

1-31-92



101548778

RECORDATION

Atty. Docket: 2664.5

To the Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

DANIEL WILK

Additional name(s) of conveying party(ies) attached?

☐ Yes☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: July 14, 2000

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

Name: Soma Networks, Inc.

Foreign Address:

Domestic Address: 329 Bryant Street, Suite 3C

City: San Francisco State CA ZIP 94107

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

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

If this document is being filed together with a new application, the execution date of the application is: July 14, 2000

A. Patent Application Number:

B. Title of Invention:

Filing Date:

METHOD AND SYSTEM FOR CALL ANSWERING

Additional numbers attached?

☐ Yes☒ No

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

Name: Fitzpatrick, Cella, Harper & Scinto

30 Rockefeller Plaza

New York, New York 10112-3801

Telephone No.: (212) 218-2100

Facsimile No.: (212) 218-2200

6. Number of applications and patents involved:

One

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

☐ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number (for deficiency or excess)

06-1205

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

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and the attached is the original document or is a true copy of the original document.

Richard P. Bauer, Reg. No. 31,588

Name of Person Signing

Signature

November 22, 2000

Date

Total number of pages including cover sheet, attachments, and documents: 6

11/27/2000 MWLDER1 00000108 09717210

04 FC:581

40.00 DP

ASSIGNMENT

B E T W E E N

**Daniel Wilk
and
SOMA Networks, Inc.**

1. DEFINITIONS

a) "Assignors" mean:

- i) Daniel Wilk, an individual having a place of residence at 129 Soudan Ave. Toronto, Ontario M4S 1V5, Canada.

Where the foregoing list only includes one individual, corporation or other entity, then the term "Assignors" as used herein shall be construed in the singular form "Assignor".

b) "Assignee" means SOMA Networks, Inc. a California corporation having a place of business at 329 Bryant Street, Suite 3C, San Francisco, CA USA, 94107, including its successors and assigns.

c) "Invention" means an invention made by the Assignors and entitled, "Method and System for Call Answering" for which a Canadian Patent Application was filed on July 7, 2000.

d) "Rights to the Invention" means all rights, titles, interests and claims of any nature, in and to the Invention for Canada and foreign jurisdictions and in and to the Canadian Patent Application and any continuations and divisions thereof, and all Letters Patent and any Reissues that may be obtained therefor in Canada, and in and to any corresponding patents and patent applications therefor in all other jurisdictions, including any and all continuations, continuations-in-part, divisions, reexaminations, reissues that may be obtained and in and to any corresponding patents and patent applications therefor in all other jurisdictions and including the right to claim priority under International Convention and/or Treaties.

2. BACKGROUND

a) The Assignee wishes to acquire the Rights to the Invention from the Assignors.

- b) Each of the parties agrees to be bound by the provisions of this Assignment.
- c) This Assignment replaces and supersedes any prior Assignments, whether oral or in writing, made between the parties, or any of them.

3. THE INVENTION

- a) In addition to other good and valuable consideration, Assignee paid in hand the sum of one dollar (\$1.00) to Assignors for the Rights to the Invention
- b) Assignors hereby acknowledge the receipt and sufficiency of the consideration received from the Assignee.
- c) Assignors hereby sell, assign and transfer to the Assignee, its successors and assigns, the Assignors Rights to the Invention.
- d) Assignors hereby authorize and request the Commissioner of Patents for Canada to issue Canadian Letters Patent for the Invention to the Assignee, for Assignee's sole use and benefit, to the full end of the term for which Canadian Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignors had this Assignment not been made.
- e) Assignors hereby authorize and request the Commissioner of Patents (or the equivalent) for such other jurisdictions where Assignee files applications for the invention, to issue Letters Patent in that jurisdiction for the Invention to the Assignee, for the Assignee's sole use and benefit, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignors had this Assignment not been made.
- f) Assignors hereby undertake without liability at any time upon request to do everything legally possible to assist the Assignee in the filing and prosecution of any patent application relating to the Invention in any jurisdiction, to sign such documents and do such things as may be required to give effective legal and registered title of the Assignee to the Invention in any jurisdiction, all without further consideration but at the expense of the Assignee.

4. APPLICABLE LAW AND INTERPRETATION

- a) This Assignment is governed and is to be construed and enforced in accordance with the internal laws of the Province of Ontario.
- b) The invalidity or unenforceability of any provision of this Assignment will not affect the validity or enforceability of any other provision and the Assignment will be construed as if such invalid provision were omitted.
- c) The parties agree that there are no representations, warranties, collateral Assignments or conditions affecting this Assignment other than as expressed in this Assignment.
- d) The provisions of this Assignment are for the benefit of and are binding on the parties and their respective heirs, executors, administrators and assigns.

STATEMENT BY WITNESS

Signed in the presence of:

Amanda Lupton

Having a Full Postal Address of:

166 Lakeshore Blvd. W., #705, Toronto

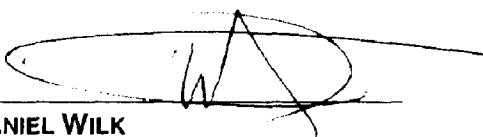
I hereby declare that I was personally present and did see:

DANIEL WILK

who is personally known to me to be the person named in the assignment herein, duly sign and execute the same.

Witness Signature Amanda Lupton


SIGNATURE OF DANIEL WILK


DANIEL WILK

July 14, 2000
Date of Execution

I, NINA TAMARA KIYO MORITSUGU, a Notary Public, in and for the Province of Ontario, by Royal Authority, duly appointed, residing in the city of Toronto, in said Province, Do Certify and Attest that the paper-writing hereto annexed is a true certified copy of an Assignment of rights to an Invention, the original Assignment now shown to me, the said copy having been compared by me with the said original document, an act whereof being requested I have granted under my Notarial Form and Seal of Office to serve and avail as occasion shall or may require.

In Testimony Whereof I have hereto subscribed my name and affixed my Notarial Seal of Office at Toronto, this 21st day of April, 2000.


NINA TAMARA KIYO MORITSUGU
A Notary Public in and for the Province of Ontario.