

MAD 11/28/00

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TRANS

DATION

Atty. Docket: 2664.13

To the Commissioner of Patents and

original documents or copy thereof.

101572254

1. Name of conveying party(ies):

DANIEL WILK
MOATAZ KAMEL
ROBERT STRATTON

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

☐ Yes☒ No

3. Nature of conveyance:

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

Execution Date: June 2, 2000

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: June 2, 2000

A. Patent Application Number:

Filing Date:

09/722455

B. Title of Invention:

METHOD AND SYSTEM FOR CALL HOLDING

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

☒ USPTO Credit Card Payment Form attached☐ 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 28, 2000
Date

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

ASSIGNMENT

BETWEEN

DANIEL WILK, MOATAZ KAMEL, ROBERT STRATTON, and SOMA Networks, Inc.

1. DEFINITIONS

- a) "Assignors" mean:
- i) Daniel Wilk, an individual having a postal address at Suite 500, 205 Richmond St. W., Toronto, Ontario, Canada, M5V 1V3;
 - ii) Moataz Kamel, an individual having a postal address at Suite 500, 205 Richmond St. W., Toronto, Ontario, Canada, M5V 1V3; and
 - iii) Robert Stratton, an individual having a postal address at Suite 500, 205 Richmond St. W., Toronto, Ontario, Canada, M5V 1V3.
- 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 Holding", for which a Canadian Patent Application was filed on June 2, 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.

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.

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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 by the Assignee.
- c) Assignors hereby sell, assign and transfer to the Assignee, its successors and assigns, their entire right title and interest to the Invention, including the right to claim priority under International Convention and/or Treaties.
- 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 them 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 them 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:

Bogdan Chmielewski
Having a Full Postal Address of:

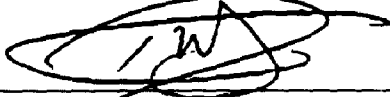
Suite 500 Toronto ON M5V 1V5
I hereby declare that I was personally present and did see:

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 Bogdan Chmielewski

SIGNATURE OF DANIEL WILK



DANIEL WILK

JUNE 2, 2000

Date of Execution

STATEMENT BY WITNESS


Signed in the presence of:

Gavin Peters
Having a Full Postal Address of:

Suite 500 Toronto, ON M5V 1V5
I hereby declare that I was personally present and did see:

MOATAZ KAMEL

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

Witness Signature 

SIGNATURE OF MOATAZ KAMEL



MOATAZ KAMEL

June 2, 2000

Date of Execution

STATEMENT BY WITNESS

Signed in the presence of:

Andrew Currie

Having a Full Postal Address of:

160 Beldwin St. #405, Toronto, Canada

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

ROBERT STRATTON

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

Witness Signature Robert Currie

SIGNATURE OF ROBERT STRATTON

[Signature]
ROBERT STRATTON

June 2, 2000
Date of Execution