

04-12-2001



FORM PTO-1595

REC

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U.S. DEPARTMENT OF COMMERCE

1-31-92

3-23-01

101661293  
PATENTS ONLY

Patent and Trademark Office

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

1. Names of conveying parties:

Wendell Brown, William Hatcher, Oliver Capio  
and Mark Klein

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

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

Name: eVoice, Inc.  
Street Address: 1394 Willow Road  
City: State: Zip: Menlo Park, CA 94025

Additional name(s) & address(es) attached?

Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: March 9 and March 15, 2001

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

09815819

If this document is being filed together with a new application, the execution date of the application is: March 9 and March 15, 2001

A. Patent Application No.(s):

B. Patent No.(s):

Additional numbers attached?  Yes  No

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

Daniel E. Vaughan  
Park & Vaughan LLP  
702 Marshall Street, Suite 310  
Redwood City, CA 94063

Attorney Docket No.: EVC00-006

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41) .....\$40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

**DO NOT USE THIS SPACE**

9. Statement and signature.

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

Daniel Vaughan  
Name of Person Signing

*Daniel Vaughan*  
Signature

March 23, 2001  
Date

Total number of pages including cover sheet, attachments and document: [7]

JC978 U.S. PTO  
09/815819  
03/23/01

03/27/2001 UYANG1 00000015 09815819

04 FC:581

40.00 OP

**JOINT TO CORPORATE  
ASSIGNMENT**

WHEREAS, the undersigned,

- |  |  |
|--|--|
| (1) BROWN, Wendell<br>4132 South Rainbow Blvd, #494<br>Las Vegas, NV 89103 | (2) HATCHER, William Clarence<br>801 W. El Camino Real, PMB # 148<br>Mountain View, CA 94040 |
| (2) CAPIO, Oliver Renner<br>245 Easy Street # 3<br>Mountain View, CA 94043 | (4) KLEIN, Mark David<br>1192 St. Anthony Court<br>Los Altos, CA 94024                       |

hereinafter termed "Inventors", have invented certain new and useful improvements in

**REAL-TIME CALL CONTROL SYSTEM**

and have executed a declaration or oath of inventorship for an application for a United States patent disclosing and identifying the invention on:

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| (1) the 15 <sup>th</sup> day of <u>March</u> , 2001; | (2) the 15 <sup>th</sup> day of <u>March</u> , 2001; |
| (2) the 15 <sup>th</sup> day of <u>March</u> , 2001; | (4) the 9 <sup>th</sup> day of <u>March</u> , 2001.  |

Said application:         being filed herewith; OR  
                                  having Application No. \_\_\_\_\_, filed on \_\_\_\_\_, 2001.

WHEREAS, eVoice, Inc., d/b/a Talkstar.com, Inc., a Delaware corporation having a business address at 1394 Willow Road, Menlo Park 94025, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the

United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

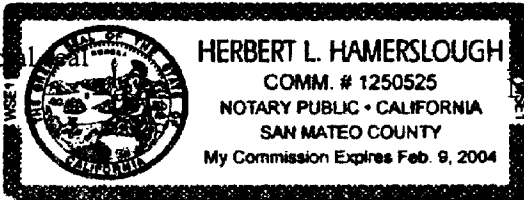
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

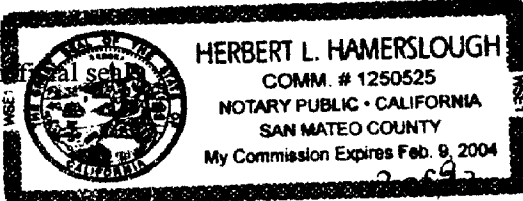
(1) Date: 3/15/01, 2001 Wendell Brown  
WENDELL BROWN

In the State of [CALIFORNIA], county of [SAN MATEO], on MARCH 15, 2001, before me, HERBERT L. HAMERSLOUGH, Notary Public, personally appeared Wendell Brown,  personally known to me or  proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal  Herbert L. Hamerslough  
Notary Public

(2) Date: 3/15, 2001 William Clarence Hatcher  
WILLIAM CLARENCE HATCHER

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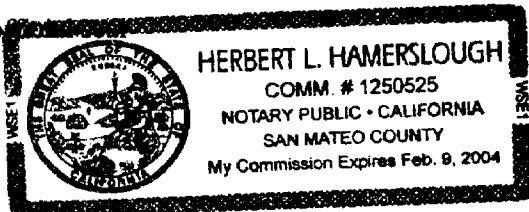
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Notary Public

(3) Date: March 15, 2001

*Oliver Renner Capiro*  
OLIVER RENNER CAPIO

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WITNESS my hand and o



*Herbert L. Hamerslough*  
Notary Public

(4) Date: \_\_\_\_\_, 2001

\_\_\_\_\_  
MARK KLEIN

In the State of [CALIFORNIA], county of [\_\_\_\_\_], on \_\_\_\_\_, 2001, before me, \_\_\_\_\_, Notary Public, personally appeared Mark Klein,  personally known to me or  proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public

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| (2) CAPIO, Oliver Renner<br>245 Easy Street # 3<br>Mountain View, CA 94043 | (4) KLEIN, Mark David<br>1192 St. Anthony Court<br>Los Altos, CA 94024                       |

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WHEREAS, eVoice, Inc., d/b/a Talkstar.com, Inc., a Delaware corporation having a business address at 1394 Willow Road, Menlo Park 94025, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

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United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

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(1) Date: \_\_\_\_\_, 2001

\_\_\_\_\_  
WENDELL BROWN

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WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public

(2) Date: \_\_\_\_\_, 2001

\_\_\_\_\_  
WILLIAM CLARENCE HATCHER

In the State of [CALIFORNIA], county of [\_\_\_\_], on \_\_\_\_\_, 2001, before me, \_\_\_\_\_, Notary Public, personally appeared William Clarence Hatcher,  personally known to me or  proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public

2 of 3

Attorney Docket No. EVC00-006

C:\TEMP\ASSIGNMENT (JOINT).DOC

PATENT  
REEL: 011655 FRAME: 0364

(3) Date: \_\_\_\_\_, 2001

OLIVER RENNER CAPIO

In the State of [CALIFORNIA], county of [\_\_\_\_], on \_\_\_\_\_, 2001, before me, \_\_\_\_\_, Notary Public, personally appeared Oliver Renner Capiro,  personally known to me or  proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public

(4) Date: 3-9, 2001

MARK KLEIN

In the State of [CALIFORNIA], county of [Santa Clara], on March 9<sup>th</sup>, 2001, before me, Roumiana A. Kadiev, Notary Public, personally appeared Mark Klein,  personally known to me or  proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Roumiana A. Kadiev  
Notary Public



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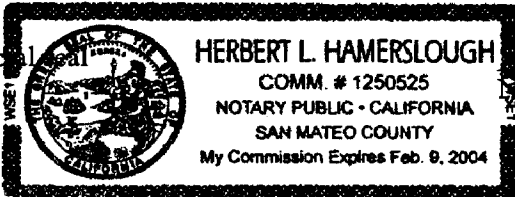
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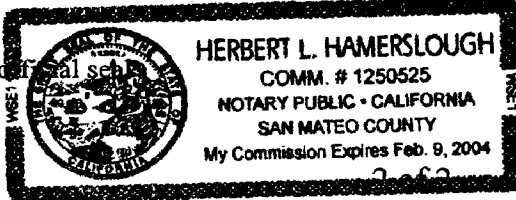
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WITNESS my hand and official seal  Herbert L. Hamerslough  
Notary Public

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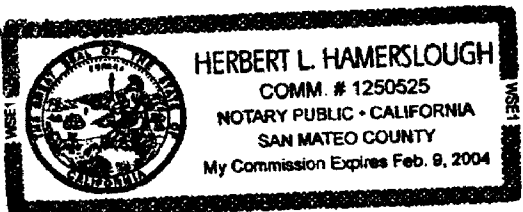
Attorney Docket No. EVC00-006  
C:\TEMP\ASSIGNMENT (JOINT).DOC

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*Oliver Renner Capiro*  
OLIVER RENNER CAPIO

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Notary Public

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\_\_\_\_\_  
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WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public

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\_\_\_\_\_  
WILLIAM CLARENCE HATCHER

In the State of [CALIFORNIA], county of [\_\_\_\_], on \_\_\_\_\_, 2001, before me, \_\_\_\_\_, Notary Public, personally appeared William Clarence Hatcher,  personally known to me or  proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public

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Attorney Docket No. EVC00-006

C:\TEMP\ASSIGNMENT (JOINT).DOC

PATENT  
REEL: 011655 FRAME: 0370

(3) Date: \_\_\_\_\_, 2001

OLIVER RENNER CAPIO

In the State of [CALIFORNIA], county of [\_\_\_\_\_] , on \_\_\_\_\_, 2001, before me, \_\_\_\_\_, Notary Public, personally appeared Oliver Renner Capiro,  personally known to me or  proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public

(4) Date: 3-9, 2001

*[Signature]*  
MARK KLEIN

In the State of [CALIFORNIA], county of [San Mateo], on March 9<sup>th</sup>, 2001, before me, Roumiana A. Kadiev, Notary Public, personally appeared Mark Klein,  personally known to me or  proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

*[Signature]*  
Notary Public

