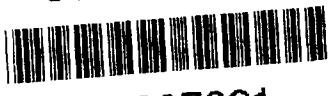


01-08-2002

Docket No.: 57622-048 (ELZK-8)

FORM PTO-1595 (Modified)  
(Rev. 6-93)  
OMB No. 0651-0111 (exp. 4/94)  
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POB/RF/02



ET U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101937021

JAN 2002

Tab settings

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

1. Name of conveying party(ies):  
**Lucas Merrow; Alexandra Drane; John P. Kroeker;  
Oleg Boulanov; Nasreen Quibria; and Michael R. Robinson**  
1/2/02  
Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):  
Name: Eliza Corporation  
Address: 100 Cummings Center  
Suite 350C  
City: Beverly State/Prov.: MA  
Country: USA ZIP: 01915  
Additional name(s) & address(es)  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other  
Execution Date: November 8, 2001

4. Application number(s) or registration numbers(s):  
If this document is being filed together with a new application, the execution date of the application is:  
Patent Application No. 09/945,282 Filing date August 31, 2001  
Additional numbers  Yes  No

B. Patent No.(s)  
6. Total number of applications and patents involved: 1  
7. Total fee (37 CFR 3.41):.....\$ 40.00  
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account  
 Authorized to be charged to deposit account

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Toby H. Kusmer, Esq.  
Registration No. 26,418  
Address: McDermott, Will & Emery  
28 State Street  
City: Boston State/Prov.: MA  
Country: USA ZIP: 02109

8. Deposit account number:  
50-1133

01/07/2002 6TON11 00000073 09945282  
01 FC:581 40.00 OP

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.*  
Scott A. Ouellette, Reg. No. 38,573 [Signature] 11/15/01  
Name of Person Signing Signature Date  
Total number of pages including cover sheet, attachments, and 8

## ASSIGNMENT OF PATENT RIGHTS

We, **Lucas Merrow** residing at **140 Gray Street, North Andover, MA 01845**, **Alexandra Drane** residing at **1737 Larkin Street, San Francisco, CA 94109**, **John P. Kroeker** residing at **100 Ortins Road, Hamilton, MA 01936**, **Oleg Boulanov** residing at **35 Apple Road, Apt. 21, Beverly, MA 01915**, **Nasreen Quibria** residing at **1330 Commonwealth Avenue, Apt. 9, Boston, MA 02134**, and **Michael R. Robinson** residing at **2 Heritage Drive, Apt. #23, Salem, MA 01970**, and, having invented improvements in **APPLICATION OF AUTOMATIC SPEECH RECOGNITION TO OUTBOUND CALLS**, and having filed provisional Serial No. **60/229,774**, Filed **September 1, 2001**, in the United States Patent and Trademark Office, and a patent application in the United States Patent and Trademark Office describing the same and based thereon, Serial No. **09/945,282**, Filed **August 31, 2001**, for good and valuable consideration, receipt of which is hereby acknowledged from **Eliza Corporation**, a **Massachusetts Corporation** having a principal place of business at **100 Cummings Center, Suite 350C, Beverly, Massachusetts 01915, USA** and hereinafter referred to as the Assignee (which term shall include the successors and assigns), do hereby sell, assign and transfer to the Assignee my entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and all inventions (which term shall include each and every such invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application;

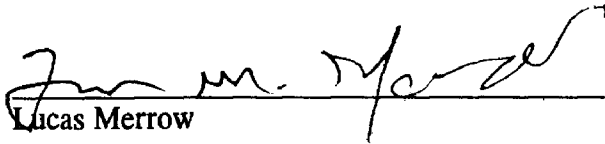
And for the same consideration we do also hereby sell, assign and transfer unto the Assignee all our rights under the **International Convention for the Protection of Industrial Property**, the **Patent Cooperation Treaty** and all other treaties of like purpose in respect of said inventions and said application, and we do hereby authorize the Assignee to apply in our names or in their own name (in a manner to be agreed upon by the Assignee) or their designee, for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said **Convention, Treaty** or any such other **Convention or Treaty**;

And for the same consideration we do hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said inventions, application, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee;

And we do hereby authorize and request the **Commissioner of Patents and Trademarks of the United States of America** and the corresponding **Official of each country foreign thereto** to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said inventions;

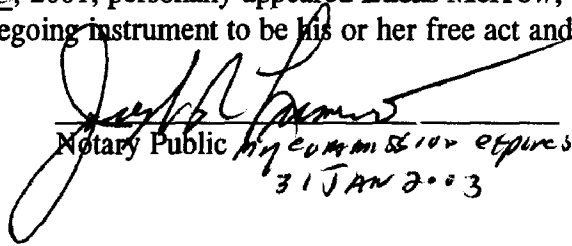
And we do hereby jointly and severally covenant for ourselves and for our respective legal representatives and agree with the Assignee that we have granted no right or license to make, use or sell said inventions to anyone except the Assignee, that prior to the execution of this deed our right, title and interest in and to said inventions has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we hereunto set our hands and seal on the day and year hereinafter noted.

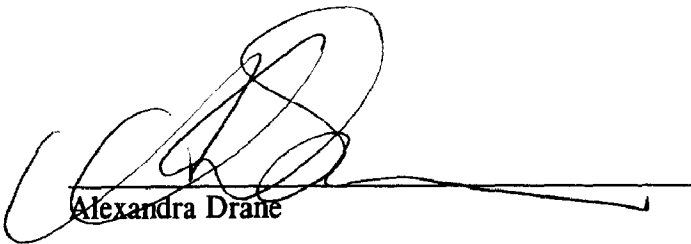
  
\_\_\_\_\_  
Lucas Merrow

State of Massachusetts )  
County of Essex ) ss.

Before me this 5 day of NOVEMBER, 2001, personally appeared **Lucas Merrow**, who is to me personally known, and acknowledged the foregoing instrument to be his or her free act and deed.

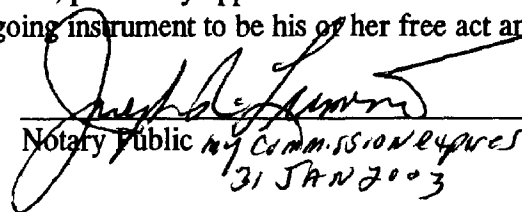
  
\_\_\_\_\_  
Notary Public by Commission Expires  
31 JAN 2003

Seal

  
\_\_\_\_\_  
Alexandra Drane

State of Massachusetts )  
County of Essex ) ss.

Before me this 5 day of NOVEMBER, 2001, personally appeared **Alexandra Drane**, who is to me personally known, and acknowledged the foregoing instrument to be his or her free act and deed.

  
\_\_\_\_\_  
Notary Public by Commission Expires  
31 JAN 2003

Seal

John P. Kroeker  
John P. Kroeker

State of MASSACHUSETTS )  
County of ESSEX ) ss.

Before me this 5 day of NOVEMBER, 2001, personally appeared **John P. Kroeker**, who is to me personally known, and acknowledged the foregoing instrument to be his or her free act and deed.

Joseph M. Lumbro  
Notary Public MA COMMISSION EXPIRES  
31 JANUARY 2003

Seal

Oleg Boulonov  
Oleg Boulonov

State of MA )  
County of ESSEX ) ss.

Before me this 5 day of NOVEMBER, 2001, personally appeared **Oleg Boulonov**, who is to me personally known, and acknowledged the foregoing instrument to be his or her free act and deed.

Joseph M. Lumbro  
Notary Public MA COMMISSION EXPIRES  
31 JANUARY 2003

Seal

Nasreen Quibria  
Nasreen Quibria

State of Massachusetts )  
County of Essex ) ss.

Before me this 5 day of NOVEMBER, 2001, personally appeared **Nasreen Quibria**, who is to me personally known, and acknowledged the foregoing instrument to be his or her free act and deed.

Joseph L. Liment  
Notary Public ~~my~~ COMMISSION EXPIRES  
31 JANUARY 2003

Seal

Michael R. Robinson  
Michael R. Robinson

State of MA )  
County of Essex ) ss.

Before me this 5 day of NOVEMBER, 2001, personally appeared **Michael R. Robinson**, who is to me personally known, and acknowledged the foregoing instrument to be his or her free act and deed.

Joseph L. Liment  
Notary Public ~~my~~ COMMISSION EXPIRES  
31 JANUARY 2003

Seal

McDERMOTT, WILL & EMERY  
28 State Street  
Boston, MA 02109  
(617) 535-4000  
57622-048 (ELZK-8)