

06-27-2002

FORM PTO-1595 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
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P08/REV02

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



102137786

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):

John Kroeker
Oleg Boulanov

b-21-02

Additional names(s) of conveying party(ies) Yes No

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

Name: Eliza Corporation

Internal Address: _____

Street Address: 100 Cummings Center - Suite 350C

City: Beverly State: MA ZIP: 01915

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: May 22, 2002

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:

A. Patent Application No.(s)

10/097,760

B. Patent No.(s)

Additional numbers attached? Yes No

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COMMERCIAL SECTION

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

Name: David M. Mello

Internal Address: McDermott, Will & Emery

Street Address: 28 State Street

City: Boston State: MA ZIP: 02109

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

8. Deposit account number:

50-1133

06/26/2002 11:51 AM 0000139 10097760

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(40.00 DP)

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. Mello

June 6, 2002

Name of Person Signing

Signature

3

Date

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

PATENT

REEL: 013018 FRAME: 0700

ASSIGNMENT OF PATENT RIGHTS

We, **John Kroeker** residing at **100 Ortins Road, Hamilton, Massachusetts 01936-0029 USA** and **Oleg Boulanov** residing at **35 Apple Road #21, Beverly, Massachusetts 01915 USA**, having invented improvements in a **WEB-BASED SPEECH RECOGNITION WITH SCRIPTING AND SEMANTIC OBJECTS** described in United States Patent Application having Serial No. **10/097,760**, filed **March 14, 2002** by our agent(s) and attorney(s), who are authorized to prosecute said application, 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 our 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.

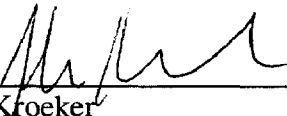
And for the same consideration we do also hereby sell, assign and transfer unto the Assignee all our rights under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty and all other treaties of like purpose in respect of said inventions and said application, 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.

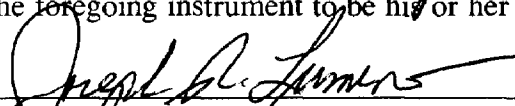
IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.



John Kroeker

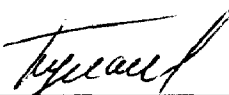
State of MA)
County of ESSEX) ss.

Before me this 22 day of May, 2002, personally appeared **John Kroeker**, and acknowledged the foregoing instrument to be his or her free act and deed.



Notary Public, my COMMISSION EXPIRES 31 JANUARY 2003

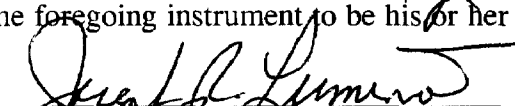
SEAL



Oleg Boulanov

State of MA)
County of ESSEX) ss.

Before me this 22 day of May, 2002, personally appeared **Oleg Boulanov**, and acknowledged the foregoing instrument to be his or her free act and deed.



Notary Public, my COMMISSION EXPIRES 31 JANUARY 2003

SEAL

ELZK-4CP (57622-053)

McDermott, Will & Emery
28 State Street
Boston, MA 02109
(617) 535-4000