

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Nortel Networks Limited	08/02/2004

RECEIVING PARTY DATA

Name:	Volt Delta Resources, LLC
Street Address:	560 Lexington Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	07747

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	5488652
Patent Number:	5644680
Patent Number:	5857015
Patent Number:	5987408
Patent Number:	5987414
Patent Number:	5991369
Patent Number:	5995929
Application Number:	09642730
Application Number:	10458862

CORRESPONDENCE DATA

Fax Number: (212)704-6288

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2127046000

Email: kzielaznicki@jenkens.com

Correspondent Name: Karl M. Zielaznicki

Address Line 1: 405 Lexington Avenue

PATENT

REEL: 015098 FRAME: 0637

500006666

CH \$360.00 5488652

Address Line 4: New York, NEW YORK 10174

NAME OF SUBMITTER:

Karl M. Zielaznicki

Total Attachments: 6

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ASSIGNMENT OF PATENTS AGREEMENT

This Assignment of Patents Agreement is made from Nortel Networks Limited, a corporation duly incorporated under the laws of Canada, having its executive offices at 8200 Dixie Road, Suite 100, Brampton, Ontario L6T 5P6 Canada, ("**Assigning Party**") to VOLT DELTA RESOURCES, LLC, a limited liability company duly formed under the laws of Nevada with offices at 560 Lexington Avenue, New York, New York 10022 ("**Assignee**"). Capitalized terms used herein but not defined herein shall have the meanings set forth in the Contribution Agreement.

WHEREAS, Assigning Party and the Assignee have entered into a Contribution Agreement dated as of June 11, 2004, for the sale by the Assigning Party to the Assignee of certain assets and an assumption by the Assignee of certain liabilities of the Assigning Party; and

WHEREAS, in connection with the Contribution Agreement, the Assigning Party desire to assign to the Assignee, and the Assignee desires to acquire, all of the Assigning Parties' right, title and interest in and to the patents and patent applications and the inventions claimed therein, set forth in Schedule A hereto (collectively, the "**Patents**"); and

WHEREAS, Assigning Party and the Assignee have entered into an Intellectual Property License Agreement dated as of August 2, 2004, wherein the Assigning Party retains certain rights under the Patents.

NOW THEREFORE, for good and valuable consideration, including the execution of the Contribution Agreement by Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assigning Party and Assignee are entering into this Assignment of Patents Agreement ("**Assignment of Patents Agreement**") and hereby agree as follows:

1. Assignment of Patents. Except for certain rights retained pursuant to the Intellectual Property License Agreement, the Assigning Parties hereby sell, assign, set over and transfer to the Assignee all of the Assigning Party's respective right, title and interest in and to the said Patents, and in, to and under any and all Letters Patent which may be granted on or as a result thereof, and any re-issue, re-examination or extension of said Patents, and in and to any and all priority rights, convention rights and other benefits accruing or to accrue with respect to the filing of applications or patents or the issuance of patents in all countries in respect of the said Patents; the same to be held and enjoyed by the Assignee, its successors, assigns, nominees or legal representative, to the full end of the term or terms for which said Letters patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by the Assigning Parties had this assignment, sale and transfer not been made. The Assigning Parties hereby authorize and request the Commissioner of Patents of the United States of America and any official of any country or countries foreign to the United States of America whose duty it is to issue patents on applications as aforesaid, to issue to the Assignee, any and all Letters Patent for the said Patents, which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this Assignment of Patents Agreement.
2. Further Assurances. At Assignee's expense, and upon Assignee's written request, the Assigning Party agrees to perform all further acts and execute and deliver all further documents and/or instruments which may be reasonably necessary to carry out the provisions of this Assignment, including without limitation, cooperating fully with Assignee to perfect the transfer of the Patents hereunder, and, if appropriate, to assure that the patents are properly recorded at any appropriate administrative agency, including but not limited to, the United States Patent and Trademark Office.

3. Governing Law. This Assignment of Patents Agreement shall be governed by and enforced in accordance with the laws of the State of New York and the laws of the United States of America applicable therein.
4. Successors and Assigns. This Assignment of Patents Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Assigning Party and the Assignee have caused this Assignment of Patents Agreement to be executed by their authorized officers on this 2nd day of August, 2004.

ASSIGNOR:

NORTEL NETWORKS LIMITED

By: 

Name: KHUSH DADYBURJOR

Title: ATTORNEY-IN-FACT

By: _____

Name: _____

Title: _____

ASSIGNEE:

VOLT DELTA RESOURCES, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Assigning Party and the Assignee have caused this Assignment of Patents Agreement to be executed by their authorized officers on this **2nd** day of August, 2004.

ASSIGNOR:

NORTEL NETWORKS LIMITED

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ASSIGNEE:

VOLT DELTA RESOURCES, LLC

By: Debra L. Hobbs

Name: Debra L. Hobbs

Title: Vice President

Schedule A: Transferred Patents

	Disclosure Number	US File Date	Patent Number	Filed Countries in Family	Title
1.	RM1056	Apr. 14, 1994	5,488,652 2,185,356 694 20 865.5 0 757 868 0 757 868	USA Canada Germany France GB	Method & Apparatus for Training Speech Algorithms for Directory Assistance Applications
2.	RM1056	May 25, 1995	5,644,680	USA	Updating Markov Models based on speech input and Additional Information for Automated Telephone Directory Assistance
3.	RO3266	Aug. 13, 1997	5,857,015 2,241,396	USA Canada	Automatic Operator & Last-Number-Credit
4.	RM1098	Dec. 16, 1996	5,987,408 2,219,953 69719702.6 0 848 371 0 848 371 9-346270/JP	USA Canada Germany France GB Japan (pending)	Automated Directory Assistance System Utilizing a Heuristics Model for Predicting the Most Likely Requested Number
5.	RM1080	Oct. 31, 1996	5,987,414	USA	Method & Apparatus for Selecting a Vocabulary sub-set from a speech recognition dictionary for use in real-time automated directory assistance

	Disclosure Number	US File Date	Patent Number	Filed Countries in Family	Title
6.	SN0155	Jun. 6, 1997	5,991,369	USA	System and method for message delivery for non-published directory numbers to voice mail boxes
7.	RM1101	Sept. 12, 1997	5,995,929	USA	Method & Apparatus for generating an a priori advisor for a speech recognition dictionary
8.	11926HU	Aug. 22, 2000	09/642,730	USA (pending)	Database Enabled Directory Assistance Listing Automation
9.	15540HU	Jun. 11, 2003	10/458,862	USA (pending)	Rules-Based Directory Assistance Automation