

05-05-2004

FORM-PTO-1595
1-31-92

TRANSM



RDATION

Atty. Dkt. No.: 213222.00080

102738330

Mail Stop Assignment Recordation Services: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

- 1) Bruno Richard PREISS
- 2) Daniel WILK



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

Name: SOMA Networks, Inc.
Suite 2000, Wharfish Building
China Basin Landing, 185 Berry Street
San Francisco, California 94107

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

3. Nature of conveyance:

- Assignment
- Security Agreements
- Other
- Merger
- Change of Names

Execution Date: April 25, 2004

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

A. Patent Application No. 10/475,673
filed Unassigned

B. Title of the Invention

SYSTEM AND METHOD FOR MINIMISING
BANDWIDTH UTILISATION IN A WIRELESS
INTERACTIVE VOICE RESPONSE SYSTEM

Additional numbers attached?

Yes No

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

Name: Katten Muchin Zavis Rosenman, Patent Admin.
525 West Monroe Street, Suite 1600
Chicago, Illinois 60661-3693
 Telephone No.: (312) 902-5200
 Facsimile No.: (312) 902-1061

6. Number of applications and patents involved: One (1)

7. Total fee (37 C.F.R. § 3.41): \$40.00

- Enclosed
- Authorized to be charged to Deposit Account.

8. Deposit Account Number: 50-1710

(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 correct and any attached copy is a true copy of the original document.

Richard P. Bauer, Reg. No. 31,588

Name of Person

Richard P. Bauer

Signature

April 30, 2004

Date

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

05/04/2004 ECDUPER 00000231 501710 10475673

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ASSIGNMENT

BETWEEN

**Bruno Richard Preiss
Daniel Wilk
and
SOMA Networks, Inc.**

1. DEFINITIONS

- a) "Assignors" mean:
- i) Bruno Richard Preiss, an individual having a place of residence at 335 Calvington Place Waterloo, Ontario Canada N2T 1R1; and
 - ii) Daniel Wilk, an individual having a place of residence at 129 Soudan Ave. Toronto, Ontario M4S 1V5, Canada.
- b) "Assignee" means SOMA Networks, Inc. a California corporation having a place of business at Suite 2000, Wharfishide Bldg. China Basin Landing, 185 Berry Street, San Francisco, California, 94107 United States of America, including its successors and assigns.
- c) "Invention" means an invention made by the Assignors and entitled, "INTERACTIVE VOICE RESPONSE SYSTEM AND METHOD".
- d) "Rights to the Invention" means, without limitation, all rights, titles, interests and claims of any nature in and to:
- i) the Invention for Canada, the United States of America and all other foreign jurisdictions;
 - ii) all Patent Applications for the Invention for Canada, the United States of America and all other foreign jurisdictions ("Patent Applications");
 - iii) all Letters Patent that may be obtained for the Patent Applications ("Issued Patents");
 - iv) all continuations, continuations-in-part, re-examinations, reissues, requests for continued examination (RCE) and divisions of the Patent Applications and/or Issued Patents; and,
 - v) the right to claim priority under International Convention and/or Treaties for the Patent Applications and/or Issued Patents.

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.

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 from the Assignee.
- c) Assignors hereby sell, assign and transfer to the Assignee, its successors and assigns, the Assignors' Rights to the Invention.
- 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 the Assignors 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 the Assignors 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:

J. Andrew Currie

Having a Full Postal Address of:

160 Baldwin St. #405, Toronto, Canada

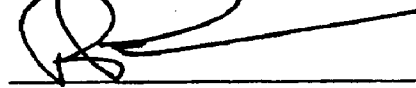
I hereby declare that I was personally present and did see:

BRUNO RICHARD PREISS

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

Witness Signature J. Andrew Currie

SIGNATURE OF BRUNO RICHARD PREISS



BRUNO RICHARD PREISS

APRIL 25, 2001

Date of Execution

STATEMENT BY WITNESS

Signed in the presence of:

T. Andrew Currier

Having a Full Postal Address of:

160 Baldwin St. #405 Toronto, Canada

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 [Signature]

SIGNATURE OF Daniel Wilk

[Signature]
Daniel Wilk

April 25, 2001

Date of Execution

STATEMENT BY WITNESS

Signed in the presence of:

T. Andrew Currier

Having a Full Postal Address of:

160 Baldwin St. #405, Toronto

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

NINA T.K. MORITSUGU

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

Witness Signature [Signature]

SIGNATURE ON BEHALF OF SOMA Networks, Inc.

[Signature]

Nina T.K. Moritsugu, Counsel

I have authority to bind SOMA Networks, Inc.

April 25/01

Date of Execution