

09-14-2004

Attorney Docket No.: EDL04-01

RECOF



EET

102835351

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

1. Name of conveying party(ies)  
 Christopher H. Lamb  
 Scott B. Petrack  
 Frank G. Slaughter III  
 James E. Toga

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

9.10.04

2. Name and address of receiving party(ies)  
 Name: eDial, Inc.  
 Internal Address: \_\_\_\_\_

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: July 20, 2004; July 8, 2004; July 23, 2004; July 7, 2004

Street Address: 266 Second Avenue  
 City: Waltham State: MA ZIP: 02451  
 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.(s)  
10/842,234

B. Patent No.(s)  
 \_\_\_\_\_  
 Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: David E. Huang, Esq.  
 Internal Address: \_\_\_\_\_  
CHAPIN & HUANG, L.L.C.  
 Street Address: Westborough Office Park  
1700 West Park Drive  
 City: Westborough State: MA ZIP: 01581

6. Total number of applications and patents involved: [ 1 ]  
 7. Total Fee (37 C.F.R. 3.41)..... \$ 40.00  
 Enclosed with application filing fee  
 Authorized to charge any deficiencies or credit any overpayment to deposit account  
 Authorized to be charged to deposit account  
 8. Deposit account number:  
50-0901  
 (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.*

David E. Huang, Esq.  
 Reg. No. 39,229

Name of Person Signing \_\_\_\_\_ Signature \_\_\_\_\_ Date September 8, 2004

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 01 8021

Total number of pages including cover sheet, attachments, and document: [9]

ASSIGNMENT

WHEREAS, we, Christopher H. Lamb, Scott B. Petrack, Frank G. Slaughter III, and James E. Toga have invented a certain improvement in METHODS AND APPARATUS FOR PROVIDING COMMUNICATIONS SERVICES BETWEEN CONNECTIONLESS AND CONNECTION-ORIENTED NETWORKS described in an application for Letters Patent of the United States, the specification of which:

- is being executed on even date herewith and is about to be filed in the United States Patent Office;
- was filed on March 21, 2000 as Application No. 09/531,713 ;
- was patented under U.S. Patent No. 6,747,970 B1 on June 8, 2004.

WHEREAS, eDial, Inc. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts and having a usual place of business at 266 Second Avenue, Waltham, Massachusetts 02451 desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with the entire right, title and interest in and to said application and such Letters Patent as may issue thereon; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, 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 us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of the entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications

for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor: \_\_\_\_\_  
Christopher H. Lamb

State/Commonwealth  
of \_\_\_\_\_  
County of \_\_\_\_\_

Then personally appeared before me the above-named Christopher H. Lamb and acknowledged that he executed the foregoing instrument as his free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL) \_\_\_\_\_ Notary Public  
\_\_\_\_\_(print name)  
My Commission expires \_\_\_ / \_\_\_ / \_\_\_

Inventor: *Scott B. Petrack*  
Scott B. Petrack

State/Commonwealth  
of Massachusetts  
County of Middlesex

Then personally appeared before me the above-named Scott B. Petrack and  
acknowledged that he executed the foregoing instrument as his free act and deed  
this 8<sup>th</sup> day of July, 2004.

(SEAL)

*Michael McDevil* Notary Public  
Michael McDevil (print name)  
My Commission expires 11 / 28 / 08

Inventor: \_\_\_\_\_  
Frank G. Slaughter III

State/Commonwealth  
of \_\_\_\_\_  
County of \_\_\_\_\_

Then personally appeared before me the above-named Frank G. Slaughter III and  
acknowledged that he executed the foregoing instrument as his free act and deed  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

\_\_\_\_\_ Notary Public  
\_\_\_\_\_ (print name)  
My Commission expires \_\_\_ / \_\_\_ / \_\_\_

Inventor: \_\_\_\_\_  
James E. Toga

State/Commonwealth  
of \_\_\_\_\_  
County of \_\_\_\_\_

Then personally appeared before me the above-named James E. Toga and  
acknowledged that he executed the foregoing instrument as his free act and deed this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

\_\_\_\_\_ Notary Public  
\_\_\_\_\_(print name)  
My Commission expires \_\_\_ / \_\_\_ / \_\_\_

ASSIGNMENT

WHEREAS, we, Christopher H. Lamb, Scott B. Petrack, Frank G. Slaughter III, and James E. Toga have invented a certain improvement in METHODS AND APPARATUS FOR PROVIDING COMMUNICATIONS SERVICES BETWEEN CONNECTIONLESS AND CONNECTION-ORIENTED NETWORKS described in an application for Letters Patent of the United States, the specification of which:

- is being executed on even date herewith and is about to be filed in the United States Patent Office;
- was filed on March 21, 2000 as Application No. 09/531,713 ;
- was patented under U.S. Patent No. 6,747,970 B1 on June 8, 2004.

WHEREAS, eDial, Inc. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts and having a usual place of business at 266 Second Avenue, Waltham, Massachusetts 02451 desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with the entire right, title and interest in and to said application and such Letters Patent as may issue thereon; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, 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 us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of the entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications

for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor: Christopher H. Lamb  
Christopher H. Lamb

State/Commonwealth  
of Massachusetts  
County of Middlesex

Then personally appeared before me the above-named Christopher H. Lamb and acknowledged that he executed the foregoing instrument as his free act and deed this 20 day of July, 2004.

[Signature] Notary Public  
(print name)  
My Commission expires \_\_\_ / \_\_\_ / \_\_\_

(SEAL)



MARTHA-LYNNE LINNEHAN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 17, 2011

Inventor: \_\_\_\_\_  
Scott B. Petrack

State/Commonwealth  
of \_\_\_\_\_  
County of \_\_\_\_\_

Then personally appeared before me the above-named Scott B. Petrack and  
acknowledged that he executed the foregoing instrument as his free act and deed  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
(print name)  
My Commission expires \_\_\_ / \_\_\_ / \_\_\_

Inventor:   
Frank G. Slaughter III

State/Commonwealth  
of Massachusetts  
County of Bristol

Then personally appeared before me the above-named Frank G. Slaughter III and  
acknowledged that he executed the foregoing instrument as his free act and deed  
this 23 day of July, 2004

(SEAL)

  
Notary Public  
Joanne Pinto (print name)  
My Commission expires 5/17/2010



Inventor:

*[Handwritten signature of James E. Toga]*

James E. Toga

State/Commonwealth

of Mass

County of Middlesex

Then personally appeared before me the above-named James E. Toga and acknowledged that he executed the foregoing instrument as his free act and deed this

7th day of July, 2004. *James produced Ma. Drivers license as proof of identity.*

(SEAL)

*[Handwritten signature of Kathleen McGowan]*  
Notary Public  
Kathleen McGowan (print name)  
My Commission expires 5/19/06