

10-21-2004

FORM PTO-1595

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U.S. DEPARTMENT OF COMMERCE

1-31-92

Patent and Trademark Office

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

22390 U.S. PTO 10/963236



101204

1. Names of conveying parties:
 James Everingham and Lloyd William Tabb

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

2. Name and address of receiving party:
 Name: LiveOps, Inc.
 Street Address: 3340 Hillview Avenue
 City: State: Zip: Palo Alto, CA 94304

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

10/12/04

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

Execution Dates: **October 11, 2004**

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the filing date of the application is: **October 12, 2004**

A. Patent Application No.(s):
 Additional numbers attached? Yes No

B. Patent No.(s):

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Daniel Vaughan
 Park, Vaughan & Fleming LLP
 702 Marshall Street, Suite 310
 Redwood City, CA 94063

Attorney Docket No.: LIV-010

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41)\$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

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.

Daniel E. Vaughan *Daniel Vaughan* October 12, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: [3]

10/15/2004 HTEKLS1 00000061 10963236
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**JOINT TO CORPORATE
ASSIGNMENT**

WHEREAS, the undersigned,

(1) EVERINGHAM, James
332 Kingsbury Drive
Aptos, CA 95003

(2) TABB, Lloyd William
3345 Loma Alta Lane
Santa Cruz, CA 95065

hereinafter termed "Inventors", have invented certain new and useful improvements in

**SYSTEM AND METHOD FOR SECURING DATA EXCHANGED DURING A
TELEPHONE CALL**

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

(1) the 11th day of October, 2004; and (2) the 11th day of October, 2004.

Said application: being filed herewith; OR

having Application No. _____, filed on _____, 2004.

WHEREAS, LiveOps, Inc., a corporation of the State of Delaware, having a place of business at 3340 Hillview Avenue, Palo Alto, CA 94304, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

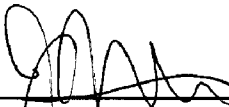
2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting

any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

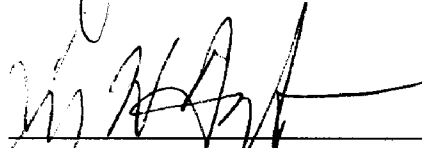
IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.



James Everingham

10/11/2004

Date



Lloyd William Tabb

10/11/2004

Date