

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AudioFAX, Inc.	05/24/1996
RECEIVING PARTY DATA	
Name:	AudioFAX IP L.L.C.
Street Address:	2000 Powers Ferry Road
Internal Address:	Suite 200
City:	Marietta
State/Country:	GEORGIA
Postal Code:	30067
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11426505
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	C011.P001U6
NAME OF SUBMITTER:	David S. Kerven
Total Attachments: 2 source=Assignment6#page1.tif source=Assignment6#page2.tif	

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EXHIBIT D
TO AGREEMENT FOR ASSIGNMENT AND LICENSE OF PATENTS

MEMORANDUM OF ASSIGNMENT OF PATENTS

THIS MEMORANDUM OF ASSIGNMENT (this "Memorandum") is entered into as of the 24 day of MAY, 1996 (the "Effective Date") by and between AUDIOFAX, INC., a Georgia corporation having its principal place of business at 2000 Powers Ferry Road, Suite 200, Marietta, Georgia 30067 ("AudioFAX"), and AUDIOFAX IP L.L.C., a Georgia limited liability company having its principal place of business at 2000 Powers Ferry Road, Suite 200, Marietta, Georgia 30067 ("LLC").

WHEREAS, prior to the Effective Date, AudioFAX was the owner of those certain patents (the "Patents") as described below;

WHEREAS, LLC and AudioFAX have entered into an Agreement for Assignment and License of Patents contemporaneously herewith, whereby AudioFAX has transferred the Patents to LLC (the "Assignment"); and

WHEREAS, the parties desire to record the assignment and transfer of the Patents in the Assignment Branch of the United States Patent and Trademark Office and have agreed to execute this Memorandum for such purpose.

NOW, THEREFORE, in consideration of the foregoing premises and mutual terms, covenants, and conditions contained herein, the parties agree as follows:

1. **Definition of Patents.** The term "Patents" means U.S. Letters Patent No. 4,994,926, No. 5,291,302 and No. 5,459,584, together with any and all divisional, continuation, continuation-in-part, reexamination, reissue or substitute patents and any foreign counterpart patents thereof and applications therefor, including, without limitation, Canadian Patent No. 1,329,852.

2. **Assignment of Patents.** In consideration of Ten Dollars (\$10.00) and other good and valuable consideration set forth in an agreement between AudioFAX and LLC of even date herewith, the receipt and sufficiency of which are hereby acknowledged, AudioFAX hereby sells, assigns and transfers to LLC, and LLC hereby accepts, AudioFAX's full and entire worldwide right, title and interest in and to the following:

(i) the Patents, for the full term(s) for which the same are or may be granted; and

(ii) any and all rights and causes of action to recover past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of any of the Patents and to which AudioFAX is or would have been entitled to had the Assignment not been made.

IN WITNESS WHEREOF, AudioFAX has caused this Memorandum to be executed as of the Effective Date.

AUDIOFAX INC.,
a Georgia corporation

AUDIOFAX IP, L.L.C.,
a Georgia limited liability company

By: [Signature]
Its: SECRETARY

By: [Signature]
Its: MANAGER

Sworn to and subscribed
before me this 21 day
of MAY, 1996.

[Signature]
Notary Public

My Commission Expires:
Notary Public, Cherokee County, Georgia
My Commission Expires October 20, 1998

Exact Date of Execution
by Notary Public

5/14/96

[AUDIOFAX NOTARIAL SEAL]