

06-29-2006

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SHEET

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

ESPRO Information Technologies, Ltd.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) May 4, 2006

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**Name: Acacia Patent Acquisition Corporation

Internal Address: \_\_\_\_\_

Street Address: 500 Newport Center Drive, 7th FloorCity: Newport BeachState: CACountry: USA Zip: 92660Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5359698

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Cheryl Willeford

Internal Address: \_\_\_\_\_

Street Address: 500 Newport Center DriveCity: Newport BeachState: CA Zip: 92660Phone Number: (949) 480-8350Fax Number: (949) 480-8301Email Address: cwilleford@acaciares.com**6. Total number of applications and patents involved:** One**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 40.00

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**a. Credit Card Last 4 Numbers \_\_\_\_\_  
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**9. Signature:**

Signature

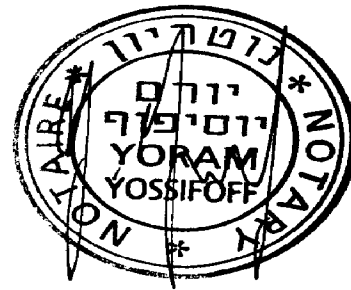
6/23/06  
Date

06/28/2006 DBYRNE 00000057 5359698

Cheryl Willeford  
Name of Person SigningTotal number of pages including cover  
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5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450PATENT  
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## ASSIGNMENT

**WHEREAS**, ESPRO Information Technologies, Ltd., an Israeli corporation, having a place of business at 17 Atir Yeda Street, Central Park 2000, Kfar Saba 44643, Israel (hereafter, together with any successors, legal representatives or assigns thereof, called "ASSIGNOR") is the owner of the entire right, title, and interest and assignee of **U.S. Patent No. 5359698**, issued on October 25, 1994, for an invention entitled "Portable Random Access Audio Recording and Playback Apparatus";

**AND WHEREAS**, ACACIA PATENT ACQUISITION CORPORATION, a Delaware corporation having a place of business at 500 Newport Center Drive, 7th Floor, Newport Beach, California 92660 (hereafter, together with any successors, legal representatives or assigns thereof, called "ASSIGNEE") wants to acquire the entire right, title and interest in and to said **U.S. Patent No. 5359698**, and all the inventions therein, and ASSIGNOR is willing to enter into such assignment.

**NOW, THEREFORE**, in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from ASSIGNEE is hereby acknowledged, ASSIGNOR has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to ASSIGNEE the entire right, title and interest in and to **U.S. Patent No. 5359698**, and all continuations, divisions, reexaminations, reissues and substitutes thereof, all inventions therein, including without limitation all rights to claim priority on the basis thereof, and any and all applications for patents which are or may hereafter be filed for this invention in any foreign country and all patents which may be granted on these inventions in any foreign country, and all extensions, renewals, and reissues thereof;

**ASSIGNOR** hereby covenants that it has full right to convey the entire ~~interest~~ herein assigned, and that it has not executed, and will not execute, any agreement in conflict with this Assignment;

**ASSIGNOR** hereby further covenants and agrees that it will communicate to ASSIGNEE any and all facts known to it respecting said patents, and testify in any legal proceeding, sign all lawful papers, execute and deliver all papers and take any actions that may be necessary or desirable to perfect the title to any aforementioned patents and inventions, execute all divisional, continuation, reexamination, reissue and substitute applications, and make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for said inventions in all countries.

**ASSIGNMENT**

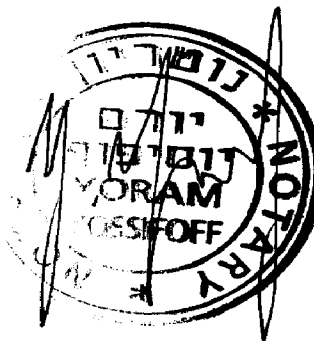
**IN TESTIMONY WHEREOF**, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ESPRO INFORMATION TECHNOLOGIES, LTD.**  
ASSIGNOR

By \_\_\_\_\_

Name ISRAEL GAL

Title CEO



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person  
whose name is subscribed to the within instrument and acknowledged to me that he executed the  
same in his authorized capacity, and that by his signature on the instrument the person, or the  
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary