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08-30-2006

FORM PTO-1595 (Rev. 08/05) Office OMB No. 0651-0027 (exp. 06/30/2008) RE



U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark

103299593

To the Director of the U.S. Patent and Trademark Office

Indicate the old address(es) and the new address(es) below.

1. Name of conveying party(ies): INTELLISIST, INC.

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

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

Internal Address: HF154

3. Nature of conveyance/Execution Date(s):

Street Address: 3003 TASMAN DRIVE

Execution Date: 5/31/06

City: SANTA CLARA

- Assignment, Security Agreement, Joint Research Agreement, Government Interest Assignment, Executive Order 9424, Change of Name, Other

State: CA

Country: USA Zip: 95054

Additional 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) 11/083,657; 10/719,452; 10/367,533; 09/884,902; 09/884,854; 10/059,893; 10/076,874; 10/440,023; 10/765,720; 10/910,801; 10/926,687; 10/970,841; 11/020,596; 10/689,504; 09/955,475; 10/024,350

B. Patent No.(s) 6,487,494; 6,591,168; 6,757,651; 6,748,244; 6,691,026; 6,671,617; 6,766,233; 6,885,735

Additional numbers attached? Yes No

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

6. Total number of applications and patents involved: 24

Name: Silicon Valley Bank Internal Address: Loan Collateral HF154 Street Address: 3003 Tasman Drive City: Santa Clara State: CA Zip: 95054 Phone Number: (408) 654-4042 Fax Number: (408) 654-6313 Email Address: amd-collateral requests@svbank.com

7. Total fee (37 CFR 1.21 (h) & 3.41) \$560 960 = 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 Expiration Date b. Deposit Account Number Authorized User Name

9. Signature: [Signature] Signature

8-11-06 Date

MICHAEL E JORDAN Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 19

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

08/29/2006 DBYRNE 00000064 11083657 01 FC:8021 960.00 GP

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 31st day of May, 2006 by and between Intellisist, Inc., a Washington corporation ("Grantor"), and Silicon Valley Bank, a California banking corporation ("Bank").

RECITAL

Bank will make credit extensions to Grantor as described in the Loan and Security Agreement (as amended, restated, or otherwise modified, the "Loan Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's Obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Indebtedness, obligations and liabilities to Bank, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business;

(b) Performance of this IP Agreement does not conflict with or result in a breach of any other agreement covering the Intellectual Property Collateral to which Grantor is bound, except to the extent that such other intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent;

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for Permitted Liens;

(d) Each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and, to Grantor's knowledge, no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Bank of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Bank in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Grantor shall not register any Copyrights or Mask Works with the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior notice to Bank of its intent to register such Copyrights or Mask Works and has provided Bank with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Bank may reasonably request in order to maintain the perfection and priority of Bank's security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office contemporaneously with filing the Copyright application(s) with the United States Copyright Office. Grantor shall promptly provide to Bank a copy of the Copyright application(s) filed with the United States Copyright Office, together with evidence of the recording of the security documents necessary for Bank to maintain the perfection and priority of its security interest in such Copyrights or Mask Works. Grantor shall provide written notice to Bank of any application filed by Grantor in the United States Patent Trademark Office for a patent or to register a trademark or service mark within 30 days of any such filing;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Bank a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge (except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder, and except as has been already made or obtained) no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Bank by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts; and

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Bank in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Grantor to dispose of any Intellectual Property Collateral or the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Bank's Rights. Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required to take under this IP Agreement but which Grantor fails to take. Grantor shall reimburse and indemnify Bank for all costs and reasonable expenses incurred in the exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Grantor, and any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the

prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than one (1) in every six (6) months so long as no Event of Default has occurred and is continuing; provided, however, nothing herein shall entitle Bank access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Bank or otherwise, from time to time in Bank's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Bank's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

10. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Bank shall execute and deliver to Grantor all deed, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Bank pursuant hereto.

11. Course of Dealing. No course of dealing, any failure to exercise, or any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard for choice of law provisions. Grantor and Bank consent to the nonexclusive jurisdiction of any state or federal court located in California.

16. Confidentiality. In handling any confidential information, Bank shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (i) to the affiliates of the Bank, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Bank.

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

Address of Grantor:

11061 NE 2nd Street, Suite 200
Bellevue, WA 98004

GRANTOR:

INTELLISIST, INC.

By:  _____

Name: Gilad Odinak

Title: CEO

EXHIBIT "A"
COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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None

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
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None

EXHIBIT "B"

PATENTS

<u>PATENT</u> <u>DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
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EXHIBIT "C"
TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
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EXHIBIT "D"

MASK WORKS

<u>MASK WORK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
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EXHIBIT C

Intellisist, Inc. dba Spoken Communications - Trademarks & Applications

Application

Serial Number,

Registration No.

Mark

Description of Goods and Services

Case

Number

Owner Name

Status

018.0509.US.TM	Intellisist, Inc.	New			SPOKEN SYSTEM	
018.0510.US.TM	Intellisist, Inc.	New			SPOKEN COMMUNICATIONS	
018.0539.US.TM	Intellisist, Inc.	New			SELF-SERVICE GUARANTEED	
018.0299.US.ITU	Intellisist, Inc.	Registered: on 12/14/2004	76/452,541 2,911,426		INTELLISIST	1. <u>Class 9</u> : Computer hardware and software for information technology engineering, for use particularly in the filed of automated voice communications and telematics. 2. <u>Class 42</u> : Information technology engineering, information technology development for others, and consulting related thereto, particularly for automated voice communications and telematics.
018.0398.US.TM	Intellisist, Inc.	Registered: on 01/25/2005	78/358,398 2,920,882		SPEECHFORMS	1. <u>Class 9</u> : Computer hardware and software for information technology engineering, for use particularly in the filed of automated voice communications and telematics. 2. <u>Class 42</u> : Information technology engineering, information technology development for others, and consulting related thereto, particularly for automated voice communications and telematics.

EXHIBIT C

Intellisist, Inc. dba Spoken Communications - Trademarks & Applications

Application

Case Number Owner Name Status Serial Number, Registration No. Mark Description of Goods and Services

018.0462.US.ITU	Intellisist, Inc.	Pending Filed on 03/23/2005	78/593,782	VOICE WORKFLOW	<u>Class 9:</u> Computer hardware and software for operating automated telephone call centers, for use in the fields of automated telephone call center technology, peer-to-peer voice and text messaging and communications, and automated telephone call center telematics (As amended).
018.0463.US.ITU	Intellisist, Inc.	Pending Filed on 03/23/2006	78/593,793	YOUR PEOPLE. OUR TECHNOLOGY. REAL RESULTS.	1. <u>Class 9:</u> Computer hardware and software for operating automated telephone call centers, for use in the fields of automated telephone call center technology, peer-to-peer voice and text messaging and communications, and automated telephone call center telematics (As amended).

INTELLISIST, INC.

Intellectual Property Summary of Patents

PENDING NATIONAL STAGE APPLICATIONS

Reference	Title	Priority Date Date PCT was filed	Country App. No.	PCT No.		Status
					Reference No.	
INTL-11-1002	S/M4 TRANSMITTING VOICE INPUT FROM A REMOTE LOCATION OVER A WIRELESS DATA CHANNEL	3/29/2001; 3/14/02	Mexico PA/a/2002/002811		(Mexican national phase of INTL-1-1007)	Mexican Assignment recorded 2/2005
INTL-11-1003	S/M4 TRANSMITTING VOICE INPUT FROM A REMOTE LOCATION OVER A WIRELESS DATA CHANNEL	3/29/2001; 3/22/02	Canada CA 2378535		(Canadian national phase of INTL-1-1007)	Congratulations - we just received confirmation that this patent has issued!
INTL-11-1005	S/M4 REDUCING THE AMOUNT OF REPETITIVE DATA SENT BY A SERVER TO A CLIENT FOR VEHICLE NAVIGATION	3/29/2001; 3/22/02	Mexico PA/a/2002/002813		(Mexican national phase of INTL 1-1011)	Mexican Assignment recorded 1/2005
INTL-11-1006	S/M4 REDUCING THE AMOUNT OF REPETITIVE DATA SENT BY A SERVER TO A CLIENT FOR VEHICLE NAVIGATION	3/29/2001; 3/22/02	Canada CA 2378757		(Canadian national phase of INTL 1-1011)	ROA filed based on response in U.S. case
INTL-11-1008	METHOD AND DEVICE TO DISTINGUISH BETWEEN VOICE CONVERSATION AND AUTOMATED SPEECH RECOGNITION	3/29/01; 3/14/02	Mexico PA/a/2002/002812		(Mexican national phase of INTL-1-1015)	Mexican Assignment recorded 1/2005
INTL-11-1009	METHOD AND DEVICE TO DISTINGUISH BETWEEN VOICE CONVERSATION AND AUTOMATED SPEECH RECOGNITION	3/29/01; 3/22/02	CA 2,378,540		(Canadian national phase of INTL-1-1015)	Maintenance Fee Paid 2/23/05; pending

PATENT

REEL: 018231 FRAME: 0704

INTELLISIST, INC.

Intellectual Property Summary of Patents

PENDING NATIONAL STAGE APPLICATIONS

Reference	Title	Priority Date		Country App. No.	PCT No.		Status
		Date PCT was filed			Reference No.		
INTL-11-1022	S/M4 TRANSMITTING VOICE INPUT FROM A REMOTE LOCATION OVER A WIRELESS DATA CHANNEL	3/29/01; 3/24/03		EPO 02725379.8	PCT/US02/09485 INTL-11-1007	Awaiting exam report	
INTL-11-1023	MODULAR TELEMATIC CONTROL UNIT	5/15/01; 5/15/02		EPO 02731874.0	PCT/US02/15917 INTL-11-1012	Awaiting exam report	
INTL-11-1024	S/M4 REDUCING THE AMOUNT OF REPETITIVE DATA	3/29/01; 3/27/02		EPO 02721599.5	PCT/US02/09483 INTL-11-1004	ROA prepared and filed by F/A; now awaiting exam report	
INTL-11-1025	S/M4 ADAPTABLE MOBILE USER INTERFACE	8/31/01; 8/28/02		EPO 02797790.9	PCT/US02/27624 INTL-11-1015	M/Fee Paid; Awaiting Supp Search Report	
INTL-11-1026	LOCAL PHONE NUMBER LOOKUP AND CACHE	10/5/01; 10/4/02		EPO 02800930.6	PCT/US02/31925 INTL-11-1016	Maintenance Fee Paid; Awaiting Supp Search Report	
INTL-11-1027	VEHICLE NAVIGATION SYSTEM AND METHOD	12-Oct-04		EPO 03744688.7	PCT/US03/07976	Maintenance Fee Paid; Awaiting Supp Search Report	
INTL-11-1028	VEHICLE NAVIGATION SYSTEM AND METHOD	12-Sep-05		Canada		Entry deferred to 9/12/2005 per G. Odinak request; Pending	

PATENT

REEL: 018231 FRAME: 0705

PATRICK J.S. INOUYE, P.S. CASES

Publication No.	Title	Inventor(s)	Issue Date	Patent No.	Status
			Filing Date	Application No.	
INTL-1-1045 20050711368	SYSTEM AND METHOD FOR PROVIDING A MESSAGE-BASED COMMUNICATIONS INFRASTRUCTURE FOR AUTOMATED CALL CENTER POST-CALL PROCESSING	Gilad Odinak	11-Aug-05	11/083,657	Pending
INTL-1-1046 20040102186	SYSTEM AND METHOD FOR PROVIDING MULTI-PARTY MESSAGE-BASED VOICE COMMUNICATIONS	Gilad Odinak	27-May-04	10/719,452	Pending
INTL-1-1047 20030177009	SYSTEM AND METHOD FOR PROVIDING A MESSAGE-BASED COMMUNICATIONS INFRASTRUCTURE FOR AUTOMATED CALL CENTER OPERATION	Gilad Odinak, Alastair Sutherland and William A. Tolhurst	18-Sep-03	10/367,533	Pending

PENDING UTILITY APPLICATIONS

Reference	Title	Inventor(s)	Priority Date		Serial No.	Status
			Filing Date			
INTL-1-1015	METHOD AND DEVICE TO DISTINGUISH BETWEEN VOICE CONVERSATION AND AUTOMATED SPEECH RECOGNITION	Gilad Odinak	29-Mar-01		09/884,902	Response to OA filed 9/28/2005
INTL-1-1016	S/M2 ASSOCIATE BROADCAST RADIO CONTENT WITH A TRANSACTION VIA AN INTERNET SERVER	Gilad Odinak and Kam-Cheong Anthony Tsoi	29-Mar-01		09/884,854	Response to OA filed 9/14/2005
INTL-1-1026	LOCAL PHONE NUMBER LOOKUP AND CACHE	Thomas R. McCann	5-Oct-01		10/059,893	Response filed 11/30/2005 to elect allowed claims; Recommend filing Continuation to pursue rejected claims
INTL-1-1027	REAL-TIME DISPLAY OF SYSTEM INSTRUCTIONS	Gilad Odinak, Hakan Kostepen and Oren Danieli	26-Oct-01		10/076,874	Per PTO website, Final Rejection mailed to BLG 11/15/2005; default will prepare response to same
INTL-1-1034	S/M4 DYNAMICALLY CONFIGURING WIRELESS NETWORK GEOGRAPHIC COVERAGE OR SERVICE LEVELS	William A. Tolhurst	16-May-02		10/440,023	Checked Status 11/16/05; Awaiting Office Action
INTL-1-1039	SHARING ACCOUNT INFORMATION AND A PHONE NUMBER BETWEEN PERSONAL MOBILE PHONE AND AN IN-VEHICLE EMBEDDED PHONE	Gilad Odinak	21-Nov-01		10/765,720	Checked Status 11/16/05; Awaiting Office Action

PENDING UTILITY APPLICATIONS

Reference	Title	Inventor(s)	Priority Date		Serial No.	Status
			Filing Date			
INTL-1-1040	COMPREHENSIVE MULTIPLE FEATURE TELEMATICS SYSTEM {aka OMNIBUS}	Gilad Odinak	2-Aug-04		10/910,801	Checked Status 11/16/05; Awaiting Office Action
INTL-1-1041	VEHICLE PARKING VALIDATION S/M (CON INTL- 1-1012)	Gilad Odinak	29-Mar-01		10/926,687	Checked Status 11/11/05; Awaiting Office Action
INTL-1-1042	S/M4 ADAPTABLE MOBILE USER INTERFACE (CON INTL-1-1037)	Gilad Odinak and Hakan Kostepen	26-Aug-04		10/970,841	Preparing ROA and terminal disclaimer due and filed 11/19/2005
INTL-1-1043	S/M4 TRANSMITTING VOICE INPUT FROM A REMOTE LOCATION OVER A WIRELESS DATA CHANNEL (CON INTL-1-1007)	Gilad Odinak, Thomas R. McCann and Julien Rivarol Vergin	20-Oct-04		11/020,596	Checked Status 11/11/05; Awaiting Office Action
INTL-1-1044	S/M4 REDUCING THE AMOUNT OF REPETITIVE DATA SENT BY A SERVER TO A CLIENT FOR VEHICLE NAVIGATION (CON INTL-1-1038)	Gilad Odinak	22-Dec-04			

INTELLISIST, INC.

Intellectual Property Summary of Patents

Current as of 29-Nov-2005

ISSUED PATENTS

Reference	Title	Inventor(s)	Issue Date		Patent No.	Status
			Filing Date	Application No.		
INTL-1-1011	S/M4 REDUCING THE AMOUNT OF REPETITIVE DATA SENT BY A SERVER TO A CLIENT FOR VEHICLE NAVIGATION	Gilad Odinak, Marc Phillips and Nishith K. Chaubey	26-Nov-02	6,487,494		3.5 Maintenance Fee due: 4/28/2006
INTL-1-1013	S/M4 ADAPTABLE MOBILE USER INTERFACE	Gilad Odinak and Hakan Kostepen	8-Jul-03	6,591,168	09/955,475	3.5 Maintenance Fee due: 7/10/2006
INTL-1-1024	SPEECH DETECTION SYSTEM AND METHOD	Julien Rivarol Vergin	29-Jun-04	6,757,651	10/024,350	3.5 Maintenance Fee due: 12/29/2007
INTL-1-1029	SHARING ACCOUNT INFORMATION AND A PHONE NUMBER BETWEEN PERSONAL MOBILE PHONE AND AN IN-VEHICLE EMBEDDED PHONE	Gilad Odinak	8-Jun-04	6,748,244		3.5 Maintenance Fee Due: 6/8/2007
INTL-1-1030	VEHICLE NAVIGATION SYSTEM AND METHOD (CIP OF INTL-1-1011)	Gilad Odinak and Alistair Sutherland	10-Feb-04	6,691,026		3.5 Maintenance Fee due: 08/10/2007
INTL-1-1036	S/M4 REDUCING THE AMOUNT OF REPETITIVE DATA SENT BY A SERVER TO A CLIENT FOR VEHICLE NAVIGATION (CON. OF INTL-1-1011)	Gilad Odinak, Marc Phillips and Nishith K. Chaubey	30-Dec-03	6,671,617		3.5 Maintenance Fee: 1/2/2007

PATENT

REEL: 018231 FRAME: 0709

ISSUED PATENTS

Reference	Title	Inventor(s)	Issue Date		Patent No.		Status
			Filing Date	Application No.	Application No.	Application No.	
INTL-1-1017	MODULAR TELEMATIC CONTROL UNIT	Gilad Odinak and Steve Langenbeck	20-Jul-04	6,766,233			3.5 Maintenance Fee due: 1/20/2008
INTL-1-1007	S/M4 TRANSMITTING VOICE INPUT FROM A REMOTE LOCATION OVER A WIRELESS DATA CHANNEL (CON INTL-1-1043)	Gilad Odinak, Thomas R. McCann and Julien Rivarol Vergin	26-Apr-05	6,885,735			3.5 Maintenance Fee due: 10/26/2008
INTL-1-1038	S/M4 REDUCING THE AMOUNT OF REPETITIVE DATA SENT BY A SERVER TO A CLIENT FOR VEHICLE NAVIGATION	Gilad Odinak, Marc Phillips and Nishith K. Chaubey	18-Jun-01	10/689,504			<p>Congratulations! Issue Fee due 1/27/2006</p> <p>A Notice of Allowance has been issued in this case; however, it is our recommendation, for reasons we can explain later, that you withdraw this patent from issue and file a request for re-examination with additional cited art references. If you elect to allow this patent to issue you will possess a patent that may be weaker than a patent that included the additional cited art references. Absent contrary instructions from you we will file a request for re-examination with the additional cited art references on or before 1/27/06 (estimate: \$1,600).</p>