

09-05-2006

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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)
 IS2006 Assignment fbo Creditors, LLC

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

2. Name and address of receiving party(ies)
 Name: Avaya Inc.
 Internal Address: _____
 Street Address: 211 Mt. Airy Road
 City: Basking Ridge
 State: NJ
 Country: USA Zip: 07920

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

3. Nature of conveyance/Execution Date(s):
 Execution Date(s) July 21, 2006

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s)
10/222,388

B. Patent No.(s)

Additional numbers attached? Yes No

OFFICE OF RECORDS & COMMUNICATIONS
 FINANCE SECTION
 277 SPP - 1
 1022338

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

Name: Docket Administrator
 Internal Address: _____
 Street Address: 307 Middletown-Lincroft Road
Room 1N-391
 City: Lincroft
 State: NJ Zip: 07738
 Phone Number: 732-852-2047
 Fax Number: 732-852-1143
 Email Address: lchesal@avaya.com

6. Total number of applications and patents involved: 1

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 _____
 Expiration Date _____

b. Deposit Account Number 501602
 Authorized User Name David Volejnicek

9. Signature: David Volejnicek
 Signature

24 August 2006
 Date

David Volejnicek
 Name of Person Signing

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

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

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501602
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ASSIGNMENT AND BILL OF SALE AGREEMENT

This Assignment and Bill of Sale Agreement (the "Agreement") is made as of July 24, 2006, by and between IS 2006 Assignment fbo Creditors, LLC, a California corporation (the "Seller"), in its sole and limited capacity as Assignee for the Benefit of Creditors of iSpheres Corporation (the "Assignor"), and Avaya Inc., a Delaware corporation (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of July 24, 2006, (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. **Sale and Assignment of Required Assets.** Pursuant to the Asset Purchase Agreement, Buyer has on the date hereof purchased from Seller the Required Assets listed in Exhibit B of the Asset Purchase Agreement. In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, bargain, transfer, convey and deliver unto Buyer all of its right, title and interest in and to the Required Assets.

2. **Cooperation.** Buyer and Seller agree to cooperate with each other to execute and deliver such other documents and instruments and to do such further acts and things as may be reasonably requested by the other to evidence, document or carry out the sale of the Required Assets.

3. **Effect of Agreement.** Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement or affect the rights of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

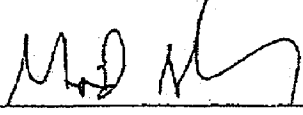
IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment and Bill of Sale Agreement to be executed on the date first written above.

SELLER:

BUYER:

IS 2006 Assignment fbo Creditors, LLC
in its sole and limited capacity as
Assignee for the Benefit
of Creditors of iSpheres Corporation

Avaya Inc.

By: 

By: _____

Its: MEMBER

Its: _____

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment and Bill of Sale Agreement to be executed on the date first written above.

SELLER:

BUYER:

IS 2006 Assignment fho Creditors, LLC
in its sole and limited capacity as
Assignee for the Benefit
of Creditors of iSpheres Corporation

Avaya Inc.

By: _____

By:  _____

Its: _____

Its: _____

EXHIBIT B

Required Assets

1. All of Assignor's interests and rights in the intellectual property used by Assignor in connection with its business, including, but not limited, to copyrights, patents, service marks, trademarks, trade names, domain names, industrial models, trade secrets, mask work rights, any applications and registrations for any of the foregoing, and any other proprietary and intellectual property rights, for all countries, jurisdictions, and political entities of the world, along with the right to sue for past infringement, including but not limited to its rights in the following US patents and patent applications and their corresponding counterpart foreign patents and patent applications (collectively, the "Intellectual Property"):

Name	Patent Office Filing #	File Date
Technique for Extracting Data from Structured Documents	09/728,689	12/1/2000
A Learning Automatic Data Extraction System	6,662,190	3/20/2001
Multi-phase Detection Algorithm	10/222,388	8/16/2002
Parser generation based on example Document	10/365,747	2/14/2003
Finite-State Machine Augmented for Multiple Evaluations of Text	10/775,745	2/9/2004
Edit distance string search	10/775,576	2/9/2004
Time series monitoring system	10/775,744	2/9/2004
Phase Match Detection with Variably Concurrent Input	60/326,487	2001
Event Detection with Concurrent Data Updates	09/858,801	2002
Index Array-Object Level Indices for Object Search	60/656,142	2005

2. All iSpheres computer program code.