

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Nuasis Corporation	09/01/2006
RECEIVING PARTY DATA	
Name:	Intervoice, Inc.
Street Address:	17811 Waterview Parkway
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10327348
CORRESPONDENCE DATA	
Fax Number:	(214)855-8200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-855-7415
Email:	smatthews@fulbright.com
Correspondent Name:	David H. Tannenbaum
Address Line 1:	2200 Ross Avenue
Address Line 2:	Suite 2800
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	47524-P154US-GEN MATTER
NAME OF SUBMITTER:	Scott Matthews
Total Attachments: 18 source=Intervoice assign P154US-No Matter No Nuasis Corp to Intervoice#page1.tif source=Intervoice assign P154US-No Matter No Nuasis Corp to Intervoice#page2.tif source=Intervoice assign P154US-No Matter No Nuasis Corp to Intervoice#page3.tif	

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ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY

This ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY (this "Assignment") is entered into as of September 1, 2006 by and between Nuasis Corporation, a Delaware corporation (the "Assignor") as assignor, in favor of Intervoice, Inc., a Texas corporation (the "Assignee") as assignee, with reference to the following facts and circumstances:

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated September 1, 2006 (hereinafter, the "Asset Purchase Agreement"), providing, among other things, for the sale by Assignor and the purchase by Assignee of all Seller Proprietary Rights set forth on Attachment A hereto, and all other Seller Proprietary Rights relating to the Business, including goodwill (the "Transferred Intellectual Property"); and

WHEREAS, in order to effectuate the sale and purchase of the Transferred Intellectual Property, Assignor is executing and delivering this Assignment to Assignee.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby act and agree as follows:

1. Capitalized Terms. Capitalized terms used in this Assignment, including the recitals and preamble, will have the meanings set forth in the Asset Purchase Agreement.
2. Assignment. Assignor hereby GRANTS, SELLS, CONVEYS, TRANSFERS, ASSIGNS, BARGAINS, DELIVERS, and RELINQUISHES exclusively unto Assignee all right, title and interest in and to the Transferred Intellectual Property, including, without limitation, all Seller Proprietary Rights listed on Attachment A attached hereto, and further including, without limitation: (i) the goodwill of the Business symbolized by the names, marks, trade dress and other indicators of source included in the Transferred Intellectual Property together with all registrations, applications for registration and common law rights in the United States and any state thereof and in any country in the world; (ii) copyrights and any copyright registrations and applications included in the Transferred Intellectual Property; and (iii) confidential and proprietary information, including trade secrets, databases and other data compilations, know-how, inventions, invention disclosures, engineering designs, specifications and documentation included in the Transferred Intellectual Property. Further, Assignor hereby GRANTS, SELLS, CONVEYS, TRANSFERS, ASSIGNS, BARGAINS, DELIVERS, and RELINQUISHES exclusively unto Assignee all right, title and interest in and to any and all claims and demands Assignor have or may have either at law or in equity arising out of any past infringements or misappropriations of the Transferred Intellectual Property.
3. Further Assurances. As and when requested by Assignee from time to time, Assignor shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be

Intellectual Property Assignment Agreement – Page 1. of 5

reasonably necessary to carry out the purposes of this Assignment or any related provision of the Asset Purchase Agreement. Assignor hereby expressly agrees that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record this Assignment in the United States Patent and Trademark Office or other applicable agency or governmental entity. Assignee shall bear all costs of filing or recording any assignment.

4. Acknowledgment of Rights. Assignor hereby acknowledges that, from and after the effective date of this Assignment, Assignee has acceded to all of Assignor's right, title, and standing to:
 - a. Receive all rights and benefits pertaining to the Transferred Intellectual Property.
 - b. Institute and prosecute all suits and proceedings and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim of any kind relating to any right, title, or interest assigned hereunder.
 - c. Defend and compromise any and all such actions, suits, or proceedings relating to any right, title, or interest assigned hereunder, and perform all other such acts in relation thereto as Assignee, in its sole discretion, deems advisable.
 - d. Register, maintain, renew or otherwise apply for new or continuing statutory protection for any Transferred Intellectual Property, including but without limitation, any patent, copyright, and trademark protection.
5. Waiver. Assignor hereby waives and relinquishes any and all rights that it may have to any utilization of the Transferred Intellectual Property or to object to any use of the Transferred Intellectual Property by Assignee.
6. Controlling Agreement. It is contemplated that Assignor may, at any time or from time to time, execute, acknowledge and deliver one or more separate instruments of assignment and conveyance relating to certain of the Transferred Intellectual Property. No such separate instrument of assignment or conveyance shall limit the scope and effect of this Assignment. In the event that any conflict or ambiguity exists as between this Assignment and any such separate instrument of assignment, the terms and provisions of this Assignment shall govern and be controlling.
7. Successors and Assigns. This Assignment shall bind Assignor and inure to the benefit of Assignee and its successors and assigns.
8. Counterparts. This Agreement may be executed in several counterparts (including by facsimile or portable document format (pdf)), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Descriptive Headings. The descriptive headings of the several paragraphs, subparagraphs, and clauses of this Assignment were inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

[signatures on following pages]

In testimony whereof, the parties have caused this Assignment to be executed by their duly authorized representatives.

IN WITNESS WHEREOF, the undersigned Assignor hereunto sets hand and seal on this 1st day of September, 2006.

NUASIS CORPORATION


Edward V. Lauing, President

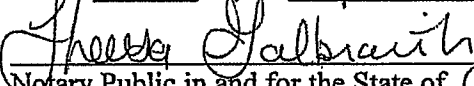
THE STATE OF CALIFORNIA

COUNTY OF Santa Clara

§
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BEFORE ME, the undersigned authority, on this day personally appeared Edward V. Lauing known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 1st day of September, 2006.


Notary Public in and for the State of California



ATTACHMENT A

45814319.6

PATENT
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SCHEDULE 1.1(c)

SOFTWARE

See attached.

The following are the names/versions of all products that have been marketed or distributed by Seller:

REDACTED

REDACTED

REDACTED

SCHEDULE 2.17

**SELLER PROPRIETARY RIGHTS
DOMAINS**

REDACTED

SCHEDULE 2.17

**SELLER PROPRIETARY RIGHTS
PATENTS**

601936 v1/HN

PATENT
REEL: 018355 FRAME: 0266

Nuasis Corporation - Status Report
 303 Bryant St.
 Mountain View, CA 94041

July 27, 2006

Our File	Inventors/Contact	Description	Status
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REDACTED

PRIVILEGED ATTORNEY - CLIENT COMMUNICATION
 PRIVILEGED ATTORNEY WORK PRODUCT 1

* =file closed-will be removed from subsequent status reports.

Our File	Inventors/Contact	Description	Status

REDACTED

PRIVILEGED ATTORNEY - CLIENT COMMUNICATION
PRIVILEGED ATTORNEY WORK PRODUCT 2

*=File closed-will be removed from subsequent status reports.

Our File	Inventors/Contact	Description	Status
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REDACTED

NUASI-00105	Carl Schoeneberger	U.S. Patent Appl. Serial No.: 10/327,348 Filed: 12/20/02 Enitted: SCHEDULED RETURN TO QUEUE WITH PRIORITY(SROP)	Response filed 7/5/06 to invoke advisory action.
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PRIVILEGED ATTORNEY - CLIENT COMMUNICATION
PRIVILEGED ATTORNEY WORK PRODUCT 3

* =File closed-will be removed from subsequent status reports.

Our File	Inventors/Contact	Description	Status
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REDACTED

PRIVILEGED ATTORNEY - CLIENT COMMUNICATION
PRIVILEGED ATTORNEY WORK PRODUCT 4

*=File closed-will be removed from subsequent status reports.

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PRIVILEGED ATTORNEY - CLIENT COMMUNICATION
PRIVILEGED ATTORNEY WORK PRODUCT

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* =File closed-will be removed from subsequent status reports.

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PRIVILEGED ATTORNEY - CLIENT COMMUNICATION
PRIVILEGED ATTORNEY WORK PRODUCT

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* =File closed-will be removed from subsequent status reports.

SCHEDULE 2.17

**SELLER PROPRIETARY RIGHTS
TRADEMARKS**

PRIVILEGED & CONFIDENTIAL
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT COMMUNICATION

NUASIS CORPORATION
TRADEMARK STATUS CHART
JULY 2006

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