

5-15-07



Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Michael Rubel

2. Name and address of receiving party(ies)

Name: Mercury Communications Group, LLC

Internal Address:

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Street Address: 405 Lexington Avenue, 55th Floor

City: New York State: NY Zip: 10174

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

Execution Date: April 14, 2005

4. Application number(s) or patent number(s): 11/328,269 - Filed: January 9, 2006

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached?  Yes  No

OFFICE OF PUBLIC RECORDS MAY 15 2007 FINANCE SECTION

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

Name: Mark A. Tidwell, Jackson Walker L.L.P.

Internal Address:

05/16/2007 DBYRNE 00000061 11328269

01 FC:8021

40.00

Street Address: 112 E. Pecan Street,

Suite 2400

City: San Antonio State: Texas Zip: 78205

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) . . . . . \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

10-0096

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark A. Tidwell

Name of Person Signing

Signature

May 9, 2007

Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

# TECHNOLOGY ASSIGNMENT

This Technology Assignment ("Assignment") is effective as of the 14<sup>th</sup> day of April, 2005, and is by and between Michael Rubel, an individual residing at 900 N. Main #4, Greenville, South Carolina ("Assignor"), and Mercury Communications Group, LLC, a Delaware limited liability company, ("Assignee").

## WITNESSETH:

**WHEREAS**, Assignor has developed and is the owner of all rights, title and interest to the technology disclosed in U.S. Provisional Patent Application No. 60/644,873 filed on January 18, 2005 titled "System and Method for Automated Data Collection and Management of Data Collected from an Automated Response to Solicited and Unsolicited Communications", including but not limited to all related trade secrets, know-how, drawings, engineering records, software, methods, manuals, engineering tools, fabrication and installation drawings and manuals, (collectively the "Inventions");

**WHEREAS**, Assignee is desirous of obtaining all of Assignor's interest in the Inventions; and

**WHEREAS**, Assignor and Assignee have determined to make such transfer of the Inventions and other rights to Assignee;

**NOW, THEREFORE, subject to the terms, conditions, covenants and provisions of this Assignment, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Assignor, the parties hereto, intending legally to be bound, agree as follows:**

1.0 Transfer. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, and Assignee does hereby accept, (i) all of Assignor's rights, title and interest in, to and under the Inventions, both foreign and domestic, free from encumbrances, including but not limited to (1) all Letters Patents, pending applications, divisions, continuations, re-examinations and reissues that may arise therefrom ("Patents"); (2) all copyrights in such Inventions, including without limitation all registrations and applications related thereto, as well as any moral rights arising therefrom to the extent assignable; (3) all trade secrets and confidential information related thereto, including without limitation, all disclosures of ideas, whether or not patentable; and (ii) all causes of action, past, present, and future, for infringement, unfair competition or otherwise with respect to the Inventions.

2.0 Warranty. Assignor hereby represents and warrants that (i) he believes himself to be the original and first inventor of the subject matter of the Inventions, and (ii) he has the full right to convey his entire right, title and interest in said Inventions, and (iii) he has not executed and will not execute any agreement in conflict herewith.

3.0 Further Assurances. Assignor will, upon the written request of Assignee, its successors or assigns, execute all documents, prepared at the expense of Assignee, its successors or assigns, necessary or practicable in order to perfect Assignee's foreign and domestic title to any and all rights in the Inventions conveyed hereunder, including, but not limited to, recordal of this Assignment to reflect Assignee's ownership of therein. Assignor agrees not take any action to challenge or erode the rights in the Inventions assigned to Assignee hereunder. Assignor agrees not to do or omit to do any act, matter or thing whereby

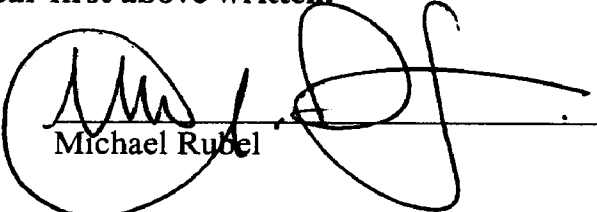
the rights or the assignability of the rights in the Inventions may be prejudicially affected. In the event that the validity or effect of the rights in the Inventions is challenged on any point on which the Assignor has or can procure information or advice which may assist in meeting, defeating or reducing the effect of such challenge, Assignor agrees and undertakes to supply, or procure the supply of, such information or advice without unreasonable delay, but subject to the right to charge the Assignee out-of-pocket expenses properly and reasonably incurred by Assignor in so doing. Assignor further covenants that he will at all times communicate to the Assignee, its successors, assigns or legal representatives, all facts relating to said Inventions, or the history thereof, known to him, and testify as the same in interferences, other administrative proceedings or litigation, when requested so to do.

4.0 Authorization to Issue. Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

5.0 Beneficial Interest. Assignor hereby acknowledges that the entire beneficial interest in the Inventions and to which the above application relates is irrevocably vested in the Assignee including the right to make the application for protection in all countries abroad and to claim priority under the International Convention for such applications and hereby assents to the making of any such applications, with or without priority claims, and of any divisional application resulting therefrom.


6.0 Governing Law and Jurisdiction. The validity, interpretation and performance of this Assignment, and any dispute connected herewith, shall be governed by and construed according to the laws of the State of New York, without regard to principles of conflicts of law.

**IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the day and year first above written.**

Inventor:   
Michael Rubel

State of New York )  
County of WESTCHESTER ) : SS.:

On the 14<sup>TH</sup> day of April in the year 2005 before me, the undersigned, personally appeared Michael Rubel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and he acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument.

  
Notary Public

KARITA HANNON  
Notary Public, State of New York  
No. 4880818  
Qualified in Westchester County  
Commission Expires Dec. 29, 2006

# TRANSMITTAL FORM

(to be used for all correspondence after initial filing)

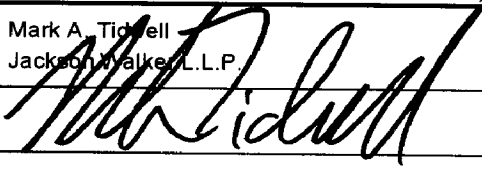
Application Number	11/328,269
Filing Date	January 9, 2006
First Named Inventor	Michael Rubel
Group Art Unit	2161
Examiner Name	UNKNOWN
Attorney Docket Number	127061.0002.000

Total Number of Pages in This Submission 4

### ENCLOSURES (check all that apply)

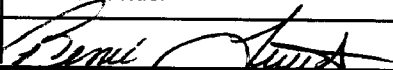
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|--|---|---|
| <input type="checkbox"/> Fee Transmittal Form<br><input checked="" type="checkbox"/> Fee Attached<br><input type="checkbox"/> Amendment / Response<br><input type="checkbox"/> After Final<br><input type="checkbox"/> Affidavits/declaration(s)<br><input type="checkbox"/> Extension of Time Request<br><input type="checkbox"/> Express Abandonment Request<br><input type="checkbox"/> Information Disclosure Statement<br><input type="checkbox"/> Certified Copy of Priority Document(s)<br><input type="checkbox"/> Response to Missing Parts/ Incomplete Application<br><input type="checkbox"/> Response to Missing Parts under 37 CFR 1.52 or 1.53 | <input checked="" type="checkbox"/> Assignment Papers (for an Application)<br><input type="checkbox"/> Drawing(s)<br><input type="checkbox"/> Licensing-related Papers<br><input type="checkbox"/> Petition<br><input type="checkbox"/> Petition to Convert to a Provisional Application<br><input type="checkbox"/> Power of Attorney, Revocation Change of Correspondence Address<br><input type="checkbox"/> Terminal Disclaimer<br><input type="checkbox"/> Request for Refund<br><input type="checkbox"/> CD, Number of CD(s) ____ | <input type="checkbox"/> After Allowance Communication to Group<br><input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences<br><input type="checkbox"/> Appeal Communication to Group (Appeal Notice, Brief, Reply Brief)<br><input type="checkbox"/> Proprietary Information<br><input type="checkbox"/> Status Letter<br><input checked="" type="checkbox"/> Other Enclosure(s) (please identify below):<br><p style="text-align: center;"><b>Confirmation Postcard.</b></p> |
| Remarks  |   |   |

### SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

Firm or Individual name	Mark A. Tidwell Jackson Walker L.L.P.
Signature	
Date	May 9, 2007

### CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA. 22313-1450:

Typed or printed name	Renee Treider
Signature	
Date	May 9, 2007

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.