

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Patent Assignment of Security
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Verso Technologies, Inc.	05/10/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Laurus Master Fund, LTD. C/O Laurus Capital Management LLC
<b>Street Address:</b>	335 Madison Ave.
<b>Internal Address:</b>	10th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	08987182
Application Number:	09353120
Application Number:	09383285
Application Number:	09580700
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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<b>Correspondent Name:</b>	Corporation Service Company
<b>Address Line 1:</b>	1133 Avenue of the Americas
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<b>ATTORNEY DOCKET NUMBER:</b>	CSC # 913204
<b>NAME OF SUBMITTER:</b>	Matthew Mayer

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Total Attachments: 2

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**PATENT ASSIGNMENT OF SECURITY**

WHEREAS, Verso Technologies, Inc., a Minnesota corporation ("Company"), owns the patents and patent applications shown in the attached Schedule A (the "Patents"), for which there are recordings or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Company entered into (i) a certain Security Agreement, dated as of September 20, 2006, among Company, certain subsidiaries of Company and Laurus Master Fund, Ltd. ("Laurus") and (ii) a certain Intellectual Property Security Agreement, dated as of September 20, 2006, among Company, certain subsidiaries of Company and Laurus (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Company is granting to Laurus a security interest in the Patents, all proceeds thereof, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the recordings and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Company does hereby grant to Laurus a security interest in and to the Patents and recordings and applications therefor, which security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Company expressly acknowledges and affirms that the rights and remedies of Laurus with respect to the security interest granted hereby are more fully set forth in the Agreements.

Dated as of: May 10, 2007

VERSO TECHNOLOGIES, INC.

By: Martin D. Kloer  
Name: MARTIN D. KLOER  
Title: CFO

LAURUS MASTER FUND, LTD.

By: David Grin  
Name: David Grin  
Title: Director

**SCHEDULE A**

PATENT TITLE	PATENT NO./APP. NO.	ISSUE/PENDING DATE
1. System and Method for the Compression of Proprietary Encapsulations	08/987,182	December 8, 1997
2. Circuit and Method for Detecting and Correcting Data Clocking Errors	09/353,120	July 14, 1999
3. System and Method for Indicating an Accurate Committed Information Rate	09/383,285	August 25, 1999
4. Port Trend Analysis System and Method for Trending Port Burst Information associated with a Communications Device	09/580,700	May 30, 2000

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