

06-25-2007

Form PTO-1595 (Rev. 03/05)
OMB No. 0651-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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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)

Narratek, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) May 1, 2007☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Joint Research Agreement☐ Government Interest Assignment☐ Executive Order 9424, Confirmatory License☐ Other _____**2. Name and address of receiving party(ies)**Name: Acacia Patent Acquisition Corporation

Internal Address: _____

Street Address: 500 Newport Center Drive, 7th FloorCity: Newport BeachState: CACountry: USA Zip: 92660Additional 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)

B. Patent No.(s)

5,305,205Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Cheryl Willeford

Internal Address: _____

Street Address: 500 Newport Center DriveCity: Newport BeachState: CA Zip: 92660Phone Number: (949) 480-8350Fax Number: (949) 480-8301Email Address: cwilleford@acaciares.com**6. Total number of applications and patents involved: one****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 _____

Authorized User Name _____

9. Signature:

Signature

6/18/07

Date

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Cheryl Willeford

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450PATENT
REEL: 019477 FRAME: 0683

ASSIGNMENT

This assignment agreement ("Assignment") is entered into by and between NARRATEK, INC. ("ASSIGNOR"), a Massachusetts corporation having a principal place of business at 484 Savoie Drive, Palm Beach Gardens, FL 33410, Joseph Weber, an individual residing at 484 Savoie Drive, Palm Beach Gardens, FL 33410, Maria L. Weber, an individual residing at 484 Savoie Drive, Palm Beach Gardens, FL 33410 (Joseph Weber and Maria Weber are collectively referred to herein as "INVENTORS"), Saytech Corporation ("Saytech"), a former Massachusetts corporation having a former address of 46 HYSLOP RD., BROOKLINE, MA 02146, and ACACIA PATENT ACQUISITION CORPORATION ("ASSIGNEE"), a Delaware corporation having a principal place of business at 500 Newport Center Drive, Suite 700, Newport Beach, CA 92660. The effective date of this Assignment shall be the date on which the last party executes this Agreement below (the "Effective Date").

WHEREAS, ASSIGNOR is the owner of the entire rights, title, and interest in and to **U.S. Patent No. 5,305,205**, issued on Apr. 19, 1994, for an invention entitled Computer-assisted transcription apparatus (the "**Patent**"), including without limitation, all rights to sue for past, present and future infringement of the **Patent**, including the rights to collect and receive any damages, royalties, or settlements for such infringements, all rights to sue for injunctive or other equitable relief, and any and all causes of action relating to any of the inventions or discoveries described in the **Patent**, and all goodwill in connection with the foregoing;

WHEREAS, ASSIGNEE wants to acquire the entire rights, title and interest in and to the **Patent** including without limitation, all rights to sue for past, present and future infringement of the **Patent**, including the rights to collect and receive any damages, royalties, or settlements for such infringements, all rights to sue for injunctive or other equitable relief, and any and all causes of action relating to any of the inventions or discoveries described in the **Patent**, and all goodwill in connection with the foregoing and ASSIGNOR is willing to enter into this Assignment;

WHEREAS, the INVENTORS believe that they initially assigned to Saytech the entire rights, title, and interest in and to the **Patent** including without limitation, all rights to sue for past, present and future infringement of the **Patent**, including the rights to collect and receive any damages, royalties, or settlements for such infringements, all rights to sue for injunctive or other equitable relief, and any and all causes of action relating to any of the inventions or discoveries described in the **Patent**, and all goodwill in connection with the foregoing;

AND WHEREAS, Saytech, and its former officers, believe that Saytech, subsequent to the initial assignment by the INVENTORS, assigned to ASSIGNOR as a result of the voluntary dissolution of Saytech on April 12, 2005, the entire rights, title, and interest in and to the **Patent** including without limitation, all rights to sue for past, present and future infringement of the **Patent**, including the rights to collect and receive any damages, royalties, or settlements for such infringements, all rights to sue for injunctive

or other equitable relief, and any and all causes of action relating to any of the inventions or discoveries described in the **Patent**, and all goodwill in connection with the foregoing.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration, the receipt from ASSIGNEE to ASSIGNOR, to INVENTORS and to Saytech which is hereby acknowledged; ASSIGNOR, INVENTORS, Saytech and ASSIGNEE agree as follows:

1. ASSIGNOR has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to ASSIGNEE the entire rights, title and interest in and to the **Patent** including without limitation, all rights to sue for past, present and future infringement of the **Patent**, including the rights to collect and receive any damages, royalties, or settlements for such infringements, all rights to sue for injunctive or other equitable relief, and any and all causes of action relating to any of the inventions or discoveries described in the **Patent**, and all goodwill in connection with the foregoing.
2. ASSIGNOR hereby covenants, to the best of its knowledge, that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict with this Assignment.
3. ASSIGNOR agrees that it will communicate to ASSIGNEE any and all facts known to ASSIGNOR respecting said patents, and testify in any legal proceeding, sign all lawful papers, execute and deliver all papers and take any actions that may be necessary or desirable to perfect the title to any aforementioned patents and inventions, execute all divisional, continuation, reexamination, reissue and substitute applications, and make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for said inventions in all countries.

ASSIGNOR -
NARRATEK, INC.

By: 

Print Name: Joseph Weber

Title: President

Date: 4/27/07

ASSIGNEE -
ACACIA PATENT ACQUISITION
CORPORATION

By: 

Print Name: Dooyong Lee

Title: Executive Vice President

Date: 5/1/07

4. INVENTORS covenant, to the best of their knowledge, that they initially assigned to Saytech the entire rights, title, and interest in and to the **Patent** including

without limitation, all rights to sue for past, present and future infringement of the Patents, including the rights to collect and receive any damages, royalties, or settlements for such infringements, all rights to sue for injunctive or other equitable relief, and any and all causes of action relating to any of the inventions or discoveries described in the **Patent**, and all goodwill in connection with the foregoing.

5. To the extent that INVENTORS presently own any rights, title or interest to the **Patent** or did not assign to Saytech the entire rights, title, and interest in and to the **Patent** including without limitation, all rights to sue for past, present and future infringement of the **Patent**, including the rights to collect and receive any damages, royalties, or settlements for such infringements, all rights to sue for injunctive or other equitable relief, and any and all causes of action relating to any of the inventions or discoveries described in the **Patent**, and all goodwill in connection with the foregoing, the INVENTORS do hereby assign, transfer and set over to ASSIGNEE all of their rights, title and interest in and to the **Patent** including without limitation, all rights to sue for past, present and future infringement of the **Patent**, including the rights to collect and receive any damages, royalties, or settlements for such infringements, all rights to sue for injunctive or other equitable relief, and any and all causes of action relating to any of the inventions or discoveries described in the Patents, and all goodwill in connection with the foregoing.
6. INVENTORS agree that they will communicate to ASSIGNEE any and all facts known to INVENTORS respecting said patents, and testify in any legal proceeding, sign all lawful papers, execute and deliver all papers and take any actions that may be necessary or desirable to perfect the title to any aforementioned patents and inventions, execute all divisional, continuation, reexamination, reissue and substitute applications, and make all rightful oaths and generally do everything that may be necessary or desirable to effectuate the assignment of the **Patent** to ASSIGNEE.

INVENTORS

By: 

Print Name: Joseph Weber

Title: Inventor

Date: 4/27/07

INVENTORS

By: 

Print Name: Maria L. Weber

Title: Inventor

Date: 4/27/07

7. Saytech covenants, to the best of its knowledge, that Saytech, subsequent to the initial assignment by the INVENTORS, assigned to ASSIGNOR as a result of the

voluntary dissolution of Saytech on April 12, 2005, the entire rights, title, and interest in and to the **Patent** including without limitation, all rights to sue for past, present and future infringement of the Patents, including the rights to collect and receive any damages, royalties, or settlements for such infringements, all rights to sue for injunctive or other equitable relief, and any and all causes of action relating to any of the inventions or discoveries described in the **Patent**, and all goodwill in connection with the foregoing.

8. To the extent that Saytech presently owns any rights, title or interest to the **Patent** or did not assigned to ASSIGNOR the entire rights, title, and interest in and to the **Patent** including without limitation, all rights to sue for past, present and future infringement of the **Patent**, including the rights to collect and receive any damages, royalties, or settlements for such infringements, all rights to sue for injunctive or other equitable relief, and any and all causes of action relating to any of the inventions or discoveries described in the **Patent**, and all goodwill in connection with the foregoing, Saytech does hereby assign, transfer and set over to ASSIGNEE all of its rights, title and interest in and to the **Patent** including without limitation, all rights to sue for past, present and future infringement of the **Patent**, including the rights to collect and receive any damages, royalties, or settlements for such infringements, all rights to sue for injunctive or other equitable relief, and any and all causes of action relating to any of the inventions or discoveries described in the Patents, and all goodwill in connection with the foregoing.
9. Saytech agrees that it will communicate to ASSIGNEE any and all facts known to INVENTORS respecting said patents, and testify in any legal proceeding, sign all lawful papers, execute and deliver all papers and take any actions that may be necessary or desirable to perfect the title to any aforementioned patents and inventions, execute all divisional, continuation, reexamination, reissue and substitute applications, and make all rightful oaths and generally do everything that may be necessary or desirable to effectuate the assignment of the **Patent** to ASSIGNEE.

SAYTECH, INC.

By: 

Print Name: Joseph Weber

Title: President

Date: 4/27/07

IN TESTIMONY WHEREOF, I hereunto set my hand this 27th day of

April, 2007.

NARRATEK, INC.

By: Joseph Weber

Print Name: Joseph Weber

Title: President

Date: 4/27/07

Witnessed By: [Signature]

Print Name: James P. [Signature]

Date: 4/27/07

SAYTECH CORPORATION

By: Joseph Weber

Print Name: Joseph Weber

Title: President

Date: 4/27/07

Witnessed By: [Signature]

Print Name: CHAD W. ERSCHKE

Date: 4/27/07

INVENTOR

By: Joseph Weber

Print Name: Joseph Weber

Date: 4/27/07

Witnessed by: [Signature]

Print Name: Herne T. Lesperance

Date: 4/27/07

INVENTOR

By: Maria L. Weber

Print Name: Maria L. Weber

Date: 4/27/07

Witnessed By: [Signature]

Print Name: Herne T. Lesperance

Date: 4/27/07

ACACIA PATENT ACQUISITION CORPORATION

By: _____

Print Name: Dooyong Lee

Title: Executive Vice President

Date: _____

IN TESTIMONY WHEREOF, I hereunto set my hand this 15th day of May, 2007

NARRATEK, INC.

By: _____

Print Name: Joseph Weber

Title: President

Date: _____

Witnessed By: _____

Print Name: _____

Date: _____

SAYTECH CORPORATION

By: _____

Print Name: Joseph Weber

Title: President

Date: _____

Witnessed By: _____

Print Name: _____

Date: _____

INVENTOR

By: _____

Print Name: Joseph Weber

Date: _____

Witnessed by: _____

Print Name: _____

Date: _____

INVENTOR

By: _____

Print Name: Maria L. Weber

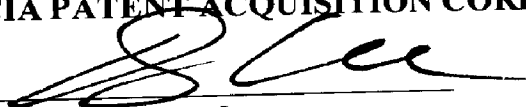
Date: _____

Witnessed By: _____

Print Name: _____

Date: _____

ACACIA PATENT ACQUISITION CORPORATION

By: 
Print Name: Dooyong Lee

Title: Executive Vice President

Date: 5/1/07