

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Vertical Communications Acquisition Corp.	11/10/2011

RECEIVING PARTY DATA

Name:	Digital Resource Partners LLC
Street Address:	1521 Concord Pike, Suite 301
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19803

PROPERTY NUMBERS Total: 27

Property Type	Number
Patent Number:	6771751
Patent Number:	7088804
Patent Number:	6553515
Patent Number:	7120122
Patent Number:	6816464
Patent Number:	6970450
Patent Number:	6760324
Patent Number:	7123608
Patent Number:	7457279
Patent Number:	6665317
Patent Number:	7477661
Patent Number:	6683942
Patent Number:	6792085
Patent Number:	7110516
Patent Number:	6526274

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PATENT
REEL: 027451 FRAME: 0457

CH \$1080.00 6771751

Patent Number:	6480898
Patent Number:	6829349
Application Number:	11499908
Application Number:	11287485
Application Number:	12323345
Application Number:	11129576
Application Number:	60241270
Application Number:	10978824
Application Number:	60173750
PCT Number:	US0041679
PCT Number:	US1008572
PCT Number:	US0002330

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NAME OF SUBMITTER:

Robert W. Molitors

Total Attachments: 9

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ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Vertical Communications Acquisition Corp., a Delaware corporation with an office at 106 Cattlemen Road, Sarasota, FL 34232 ("**Assignor**"), does hereby sell, assign, transfer, and convey unto Digital Resource Partners LLC, a Delaware limited liability company, having an address at 1521 Concord Pike, Suite 301, Wilmington, DE 19803 ("**Assignee**"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "**Patent Rights**"):

(a) the provisional patent applications, patent applications and patents listed in the table below (the "**Patents**");

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
6,771,751	US	10/17/2001	Systems and methods for information exchange and synchronization using DTMF over telephone communication channels SrivatsanKasturi
7,088,804	US	08/03/2004	Systems and methods for information exchange and synchronization using DTMF over telephone communication channels SrivatsanKasturi
11/499,908	US	08/07/2006	Systems and methods for information exchange and synchronization using DTMF over telephone communication channels SrivatsanKasturi
6,553,515	US	09/10/1999	System, method and computer program product for diagnostic supervision of internet connections Charles J. Gross

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
7,120,122	US	09/08/2000	System and method for diagnostic supervision of internet transmissions with quality of service control Michael A. Starr
6,816,464	US	09/13/2000	Method, system, and computer program product for route quality checking and management Mark D. Scott
6,970,450	US	10/29/1999	System, method and computer program product for point-to-point bandwidth conservation in an ip network Mark Scott
11/287,485	US	11/28/2005	System, method and computer program product for point-to-point bandwidth conservation in an IP network Mark Scott
6,760,324	US	09/10/1999	Method, system, and computer program product for providing voice over the internet communication Mark Scott
7,123,608	US	03/17/2000	Method, system, and computer program product for managing database servers and service Mark Scott

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
7,457,279	US	03/17/2000	Method, system, and computer program product for managing routing servers and services Mark Scott
12/323,345	US	11/25/2008	Method, system, and computer program product for managing routing servers and services Mark Scott
6,665,317	US	10/29/1999	Method, system, and computer program product for managing jitter Mark Scott
7,477,661	US	10/31/2003	Method, system, and computer program product for managing jitter Mark Scott
6,683,942	US	09/10/1999	Telephone switching system with data integration Murad S. Sarp
6,792,085	US	09/10/1999	System and method for unified messaging with message replication and synchronization Bertrand Rigaldies
7,110,516	US	02/18/2004	Dynamic telephone configuration Murad S. Sarp

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
11/129,576	US	05/16/2005	Systems and methods for a session initiation protocol (sip) translator Bertrand Rigaldies
6,526,274	US	10/25/1999	Method, system, and computer program product for extending the functionality of a personal information manager to telephone system interactions Herb E. Fickes
6,480,898	US	09/10/1999	System, method, and computer program product for managing a carrier exchange network Mark Scott
6,829,349	US	07/31/2000	System and method for monitoring and routing incoming calls Jay Neale

(b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Patents;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of

invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in the foregoing categories (b) through (e) that (i) are included in any claim in the Patents and/or any item in the foregoing categories (b) through (e), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceeding brought on any of the Patents and/or any item in the foregoing categories (b) through (e), and/or (iii) could have been included as a claim in any of the Patents and/or any item in the foregoing categories (b) through (e);

(g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (1) damages,
- (2) injunctive relief, and
- (3) any other remedies of any kind

for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue

for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

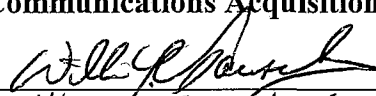
Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at _____
_____ on 11-10-11.

ASSIGNOR:

Vertical Communications Acquisition Corp.

By: 
Name: William Tauscher
Title: Chairman
(Signature MUST be attested)

ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

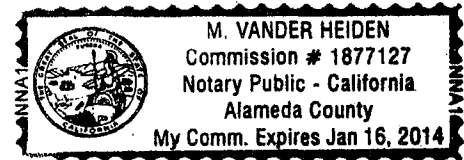
The undersigned witnessed the signature of William Tauscher to the above Assignment of Patent Rights on behalf of Vertical Communications Acquisitions Corp. and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
2. William Tauscher is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on 11-10-11, 2011 to execute the above Assignment of Patent Rights on behalf of Vertical Communications Acquisition Corp.
3. William Tauscher subscribed to the above Assignment of Patent Rights on behalf Vertical Communications Acquisition Corp.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on 11-10-11 (date)

M. VanderHeiden
Print Name: M. VanderHeiden



ASSIGNMENT OF RIGHTS IN CERTAIN ASSETS

For good and valuable consideration, the receipt of which is hereby acknowledged, Vertical Communications Acquisition Corp., a Delaware corporation with an office at 106 Cattlemen Road, Sarasota, FL, 34232 ("**Assignor**"), does hereby sell, assign, transfer, and convey unto Digital Resource Partners LLC, a Delaware limited liability company, having an address at 1521 Concord Pike, Suite 301, Wilmington, DE 19803 ("**Assignee**"), or its designees, the right, title, and interest in and to any and all of the following abandoned or expired provisional patent applications, patent applications, patents, and other governmental grants or issuances of any kind (the "**Certain Assets**"):

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
60/241,270	US	10/17/2000	Systems and methods for information exchange and synchronization using DTMF over telephone communication channels SrivatsanKasturi
10/978,824	US	11/02/2004	Method, system, and computer program product for route quality checking and management Mark D. Scott
PCT/US2000/041679	WO	10/30/2000	System, method and computer program product for point-to-point bandwidth conservation in an IP network Mark Scott
PCT/US2001/008572	WO	03/16/2001	Method, system, and computer program product for managing routing and database servers and services Mark Scott
60/173,750	US	12/30/1999	Method, system, and computer program product for managing router servers and services Mark Scott

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
PCT/US2000/002330	WO	02/01/2000	Method, system, and computer program product for managing jitter Mark Scott
CA2317236	CA	08/29/2000	Telephone switching system with data integration Murad S. Sarp
CA2446854	CA	08/29/2000	Telephone switching system with data integration Murad S. Sarp
CA2317091	CA	08/29/2000	System and method for unified messaging with message replication and synchronization Bertrand Rigaldies

Assignor assigns to Assignee all rights to the inventions, invention disclosures, and discoveries in the assets listed above, together, with the rights, if any, to revive prosecution of claims under such assets and to sue or otherwise enforce any claims under such assets for past, present or future infringement.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to make available to Assignee all records regarding the Certain Assets.

The terms and conditions of this Assignment of Rights in Certain Assets will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

DATED this 10 day of November 2011.

ASSIGNOR:

Vertical Communications Acquisition Corp.

By: 

Name: William Tauscher

Title: Chairman