

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Genesys VG Inc.</td> <td>12/22/2010</td> </tr> </tbody> </table>		Name	Execution Date	Genesys VG Inc.	12/22/2010						
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Genesys VG Inc.	12/22/2010										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Genesys Telecommunications Laboratories, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>2001 Junipero Serra Blvd.</td> </tr> <tr> <td>City:</td> <td>Daly City</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94014</td> </tr> </table>		Name:	Genesys Telecommunications Laboratories, Inc.	Street Address:	2001 Junipero Serra Blvd.	City:	Daly City	State/Country:	CALIFORNIA	Postal Code:	94014
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PROPERTY NUMBERS Total: 3											
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Property Type	Number										
Patent Number:	7379973										
Patent Number:	7072328										
Patent Number:	7031444										
CORRESPONDENCE DATA											
Fax Number:	(908)582-7900										
Phone:	908-582-7109										
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>											
Correspondent Name:	Docket Administrator										
Address Line 1:	600-700 Mountain Avenue										
Address Line 2:	Room 3D-201E										
Address Line 4:	Murray Hill, NEW JERSEY 07974-0636										
ATTORNEY DOCKET NUMBER:	3 VOICEGENIE PATS - MTP										
NAME OF SUBMITTER:	Gregory J. Murgia										
Total Attachments: 16											

CH \$120.00 7379973

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## INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This Intellectual Property Transfer Agreement ("IP Agreement") is made, by and between **Genesys Telecommunications Laboratories, Inc.**, a company organized and existing under the laws of the State of California, ("Transferee"), and **Genesys VG Inc.**, a company organized and existing under the laws of Canada ("Transferor").

### RECITALS

A. Transferor, an affiliated company of Transferee has been acquired through appropriate transactions and owned at the date of acquisition certain assets, which include certain intellectual property ("Acquired Intellectual Property").

B. Transferor still owns the Acquired Intellectual Property and subsequent to the acquisition created and/or acquired additional intellectual property ("Created Intellectual Property"), which shall be made available to Transferee for the benefit of the Transferee and its affiliated companies.

C. Transferor and Transferee are both indirect subsidiaries of Alcatel-Lucent, a corporation organized and existing under the laws of France ("Alcatel-Lucent") and pursuant to the rules applicable within the Alcatel-Lucent group of companies legal title to the Patents belonging to the Alcatel-Lucent group of companies should be held in the name of or for Alcatel-Lucent, among other purposes, in order to manage and protect such Patents and license such Patents to third Parties.

D. Pursuant to the foregoing, Transferor shall transfer to Transferee all of Transferor's right, title and interest in and to the Intellectual Property.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the IP Agreement Transferor and Transferee agree as follows:

#### ARTICLE 1 DEFINITIONS

"Intellectual Property" shall mean all patents (including without limitation, all U.S. and foreign patents, patent applications (including provisional applications), invention disclosures and any and all divisions, continuations, continuations-in-part, reissues, reexaminations and extensions thereof ("Patents"), design rights, copyrights (whether registered or not) and any renewal rights therefore, sui generis database rights, statistical models, technology, inventions, trade secret, proprietary information, know-how, computer programs or applications in both source and object code forms, databases, technical documentation of such software programs, mask works, registrations and applications for any of the foregoing, anywhere in the world, and all associate goodwill, included in the Acquired Intellectual Property or Created Intellectual Property, including but not limited to the items listed in Exhibit A to this IP Agreement.

"Party/Parties" shall mean Transferor and/or Transferee as the context may require.

**ARTICLE 2 TRANSFER**

With effect as from the Effective Date, Transferor does hereby irrevocably sell, transfer, convey, assign and deliver to Transferee all of Transferor's right, title and interest in and to the Intellectual Property including, but without limiting the foregoing with respect to

- 2.1 Patents and regarding Patents that are patent applications, any patents that may issue therefrom, including any foreign counterparts, patents or patent applications to which the Patents claim priority, divisionals, continuations in whole or in part, reexaminations, reissues or extensions thereof, and the right to claim priority to any of the preceding, the same to be held by Transferee for Transferee's own use and enjoyment, and for the use and enjoyment of Transferee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Transferor if this IP Agreement and transfer had not been made; together with all claims for damages by reason of past infringements of the Patents and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted, for the use and benefit of Transferee and its successors, assigns and other legal representatives; or
- 2.2 Copyrights (including, without limitation, in and to all copyrights and works protectable by copyright, whether now owned or hereafter created or acquired, under the United States Copyright Act of 1976 or under any other copyright law or similar law, statutory or common law, now or hereafter in force and effect in the United States or any other countries or pursuant to any treaties, covenants, or proclamations), and including, without limitation, the right to sue for and recover damages for any past, present or future infringement as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted, to have and to hold the same, unto Transferee, its successors, assigns and nominees, for the full duration of all such rights, and any renewals and extensions thereof, as fully and entirely as the same would have been held by Transferor had this IP Agreement and transfer not been made. In the event that it is not permitted by applicable law in any jurisdiction to assign the copyrights, then Transferor does hereby assign, convey and transfer unto Transferee, according to the terms of Articles 2 and 2.2, all rights associated with the exploitation of the copyrights.
- 2.3 Transferee hereby undertakes, that upon request of Alcatel-Lucent it will assign and transfer legal title of the Patents to Alcatel-Lucent for among other purposes, in order to manage and protect such Patents and license such Patents to third Parties.

**ARTICLE 3 OTHER RIGHTS AND OBLIGATIONS**

Transferor and Transferee shall cooperate to effect a smooth transfer of the responsibility for prosecution, maintenance and enforcement of the Intellectual Property from Transferor to Transferee. Transferor shall upon request of Transferee execute and deliver any document or such other instruments provided to it by Transferee required for the (i) transfer of title to the Intellectual Property to Transferee and (ii) to register the transfer of title, all duly signed by the Transferor or other applicable party.

**ARTICLE 4 CONSIDERATION**

- 4.1 As consideration for the transfer of the Intellectual Property from Transferor to Transferee, Transferee shall pay to Transferor within 30 (thirty) days as of the date of the last signature of this IP Agreement the amount of 3,830,000 US\$ (in words: three million, eight hundred and thirty thousand dollars and no cents) ("Total Compensation Amount") to the bank account designated by Transferor.
- 4.2 In the event that the Canada Revenue Agency (or any other national taxing authority having jurisdiction) issues or proposes to issue an assessment or reassessment of additional liability for taxes or indicates or establishes through an assessment or reassessment or any other mechanism that the Total Compensation Amount is less than or greater than the fair market value of the Intellectual Property transferred on the Effective Date, then the parties agree to adjust as of the Effective Date the Total Compensation Amount as necessary, but only to the extent that the Total Compensation Amount, so revised, is acceptable to each of the taxing authority and all of the Parties hereto, is established by assessment or reassessment by the taxing authority the period for objection to which has expired without objection being filed or is established by a court of competent jurisdiction (after all appeal rights have been exhausted or expired) to be the fair market value of the Intellectual Property on the Effective Date.

**ARTICLE 5 MISCELLANEOUS**

- 5.1 This IP Agreement shall become effective at the Effective Date or the date of the last signature of the Parties hereto, whichever is earlier.
- 5.2 Each Party represents and warrants that it has the full power and authority to enter into this IP Agreement.
- 5.3 The Intellectual Property is transferred "as is" and no representations or warranties are given whether express or implied or otherwise with respect to the validity, enforceability or any other cause relating to the Intellectual Property.
- 5.4 If any provision of this IP Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this IP Agreement shall otherwise remain in full force and effect and enforceable.
- 5.5 This IP Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of New York without regard of conflicts of laws provisions thereof.
- 5.6 No amendment, variation or modification of this IP Agreement shall be valid or binding upon the Parties unless made in writing and signed by an authorized representative of both Parties.
- 5.7 This IP Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. This Agreement may be executed and delivered by electronic mail (email) or facsimile copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, each of the Parties has caused this IP Agreement to be executed in duplicate originals by its duly authorized representatives on the respective dates entered below.

GENESYS VG INC.

GENESYS TELECOMMUNICATIONS  
LABORATORIES, INC.

(Transferor)

(Transferee)

By: 

By: \_\_\_\_\_

Name: Karen M. Bellows

Name: \_\_\_\_\_

Date: December 22, 2010

Date: December 22, 2010

## Exhibit A

v7.0 - HA - VG - ASR AIM  
v7.0 - HA - VG - Call Analyst  
v7.0 - HA - VG - Cisco ICM AIM  
v7.0 - HA - VG - H.323 Connectivity Int.  
v7.0 - HA - VG - MRCP Proxy  
v7.0 - HA - VG - Quality Advisor  
v7.0 - HA - VG - SIP Proxy  
v7.0 - HA - VG - TTS AIM  
v7.0 - HA - VoiceGenie (VG) Platform  
v7.0 - VG - Cisco ICM AIM  
v7.0 - VG - H.323 Connectivity int.- Lab  
v7.0 - VG - H.323 Connectivity Interface  
v7.0 - VG - MRCP Proxy  
v7.0 - VG - PSTN Connectivity Interface  
v7.0 - VG - Quality Advisor  
v7.0 - VG - Quality Advisor - Lab  
v7.0 - VG - RTSP Server  
v7.0 - VG - SIP Connectivity Interface  
v7.0 - VG - SIP Proxy  
v7.0 - VG - SS7  
v7.0 - VG - SS7 Server Software  
v7.0 - VG - TDD/TTY - Server

v7.0- VG VXML Gateway  
v7.0- VoiceGenie (VG) Platform  
v7.0- VoiceGenie (VG) Platform - Lab  
v7.0-VG - Call Analyst  
v7.0-VG - Call Analyst - Lab  
v7.1 - HA - VG - ASR AIM  
v7.1 - HA - VG - Call Analyst  
v7.1 - HA - VG - MRCP Proxy  
v7.1 - HA - VG - Quality Advisor  
v7.1 - HA - VG - SIP Proxy  
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v7.1 - VG - Quality Advisor  
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v7.1 - VG - RTSP Server  
v7.1 - VG - SIP Connectivity Interface  
v7.1 - VG - SIP Proxy  
v7.1 - VG VXML Gateway



v7.1 - VoiceGenie Platform  
v7.1 - VoiceGenie Platform - Lab  
v7.2 - HA - VG - ASR AIM  
v7.2 - HA - VG - Call Analyst  
v7.2 - HA - VG - H.323 Interface  
v7.2 - HA - VG - MRCP Proxy  
v7.2 - HA - VG - Platform  
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v7.2 - VG - SIP Proxy  
v7.2 - VG - SS7  
v7.2 - VG - TDD/TTY - Server

v7.2 - VG - Video

VG Call Analyst Agent

VG Call Control

VG CCXML

VG CCXML Platform

VG CCXML Platform Test

VG CMP

VG CMP Agent

VG DTMF

VG Enhanced Call Control

VG Enhanced Cluster Mgt

VG License Fee per Production Minute

VG MPS

VG Other Licenses

VG PSTN

VG Quality Advisor Agent

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IP Transfer Agreement

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IP Transfer Agreement

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- 2.2 Copyrights (including, without limitation, in and to all copyrights and works protectable by copyright, whether now owned or hereafter created or acquired, under the United States Copyright Act of 1976 or under any other copyright law or similar law, statutory or common law, now or hereafter in force and effect in the United States or any other countries or pursuant to any treaties, covenants, or proclamations), and including, without limitation, the right to sue for and recover damages for any past, present or future infringement as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted, to have and to hold the same, unto Transferee, its successors, assigns and nominees, for the full duration of all such rights, and any renewals and extensions thereof, as fully and entirely as the same would have been held by Transferor had this IP Agreement and transfer not been made. In the event that it is not permitted by applicable law in any jurisdiction to assign the copyrights, then Transferor does hereby assign, convey and transfer unto Transferee, according to the terms of Articles 2 and 2.2, all rights associated with the exploitation of the copyrights.
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IP Transfer Agreement

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- 5.7 This IP Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. This Agreement may be executed and delivered by electronic mail (email) or facsimile copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, each of the Parties has caused this IP Agreement to be executed in duplicate originals by its duly authorized representatives on the respective dates entered below.

GENESYS VG INC.

GENESYS TELECOMMUNICATIONS  
LABORATORIES, INC.

(Transferor)

(Transferee)

By: \_\_\_\_\_

By: William L. Behrend

Name: \_\_\_\_\_

Name: WILLIAM L. BEHREND

Date: December 22, 2010

Date: December 22, 2010

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IP Transfer Agreement

**Exhibit A**

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- VG CMP Agent
- VG DTMF
- VG Enhanced Call Control
- VG Enhanced Cluster Mgt
- VG License Fee per Production Minute
- VG MPS
- VG Other Licenses
- VG PSTN
- VG Quality Advisor Agent