

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
COMDIAL CORPORATION	12/15/2011
RECEIVING PARTY DATA	
Name:	Vertical Communications Acquisition Corp.
Street Address:	3979 Freedom Circle
Internal Address:	Suite 400
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7088804
CORRESPONDENCE DATA	
Fax Number:	(202)371-2540
Phone:	2023712600
Email:	sjen@skgf.com, jeisenbe@skgf.com
<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:	Steme, Kessler, Goldstein & Fox P.L.L.C
Address Line 1:	1100 New York Avenue, N.W.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	3222.710STR0
NAME OF SUBMITTER:	Jason D. Eisenberg
Total Attachments: 2 source=AI-3 - 7088804 Confirmatory Assignment 12-20-11#page1.tif source=AI-3 - 7088804 Confirmatory Assignment 12-20-11#page2.tif	

OP \$40.00 7088804

CONFIRMATORY ASSIGNMENT OF PATENT RIGHTS

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on this 15 day of December, 2011, Comdial Corporation, a Delaware corporation ("**Assignor**"), to ensure that the assignment dated September 27, 2005 and filed with the United States Patent and Trademark Office on May 29, 2008 at Reel/Frame 021006/0978 (the "**Original Assignment**"), is completed, hereby sells, assigns, and transfers to Vertical Communications Acquisition Corp., a Delaware corporation ("**Assignee**"), the full extent of all right, title, and interest in and to any and all of the following (collectively, the "**Rights**"):

1. The patents, provisional patent applications and patent applications listed in the table below (individually and collectively referred to herein as the "**Patents**");
2. All inventions claimed or described in the Patents (collectively, the "**Inventions**");
3. All rights with respect to the Inventions, including all U.S. patents or other governmental grants or issuances that may be granted with respect to the Inventions or from any direct or indirect divisionals, continuations, continuations-in-part, or other patent applications claiming priority rights from the Patents ("**Potential Patents**");
4. All reissues, reexaminations, extensions, or registrations of the Patents or Potential Patents;
5. All non-United States patents, patent applications, and counterparts relating to any or all of the Inventions, the Patents, or Potential Patents, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances ("**Foreign Rights**"), and including the right to file foreign applications directly in the name of Assignee, its successors and assigns;
6. The right to claim priority rights deriving from the Patents;
7. All causes of action and remedies related to the Patents, the Inventions, Potential Patents, or Foreign Rights (including, without limitation, the right to sue for past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and
8. Any and all other rights and interests arising out of, in connection with, or in relation to, the Patents, the Inventions, Potential Patents, or Foreign Rights.

Patent or Application No.	Filing Date	Title of Patent and First Named Inventor
7088804	8/3/2004	Systems and methods for information exchange and synchronization using DTMF over telephone communication channels Srivatsan Kasturi

This Confirmatory Assignment of Patent Rights (the "**Assignment**") is made fully effective on the date of the Original Assignment, thereby confirming the Assignor(s)'s intent to transfer all of the Rights as of that date.

Assignor will not sign any writing or do any act conflicting with this Assignment, and, without further compensation, will sign all documents and do such additional acts as Assignee, its successors, legal representatives, and assigns deem necessary or desirable to perfect enjoyment of the Rights, conduct proceedings regarding the Rights (including any litigation or interference proceedings), or perfect or defend title to the Rights. Assignor requests 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 Rights in the name of the Assignee, as the assignee to the entire interest therein.

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

By:


(Signature MUST be attested)

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

The undersigned witnessed the signature of Peter Bailey to the above Confirmatory Assignment of Patent Rights on behalf of Comdial Corporation 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. Peter Bailey is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on Dec 15, 2011 to execute the above Confirmatory Assignment of Patent Rights on behalf of Comdial Corporation.

3. Peter Bailey subscribed to the above Confirmatory Assignment of Patent Rights on behalf of Comdial Corporation.

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 12/15/11 (date)


Print Name: Ram Barber