

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Speechlabs, LLC	07/29/2010
RECEIVING PARTY DATA	
Name:	Gamma Acquisition, Inc
Street Address:	2400 Corporate Exchange Dr
Internal Address:	Suite 150
City:	Columbus
State/Country:	OHIO
Postal Code:	43231
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12032338
Application Number:	12228261
CORRESPONDENCE DATA	
Fax Number:	(614)227-2100
Email:	mmartin-jones@porterwright.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:	Melanie Martin-Jones
Address Line 1:	41 S High St
Address Line 2:	Porter Wright Morris & Arthur, LLP
Address Line 4:	Columbus, OHIO 43215
ATTORNEY DOCKET NUMBER:	ASTUTE
NAME OF SUBMITTER:	Melanie Martin-Jones
Total Attachments: 4 source=speechlabstogamma#page1.tif source=speechlabstogamma#page2.tif source=speechlabstogamma#page3.tif source=speechlabstogamma#page4.tif	

CH \$80.00 12032338

## ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This Assignment of Intellectual Property Assets (this "Assignment") is made and entered as of July 29, 2010, by and between Speechlabs, LLC, a Delaware limited liability company ("Assignor"), and Gamma Acquisition, Inc., an Ohio corporation ("Assignee").

### RECITALS

WHEREAS, Assignee has acquired from Assignor title to certain Assets as defined in and pursuant to a certain Asset Purchase Agreement dated as of July 8, 2010 (the "Asset Purchase Agreement").

WHEREAS, in connection with the conveyance of the Assets from Assignor to Assignee, Assignor and Assignee intend and agree that Assignor's right, title and interest in and to all of the intangible personal property of Assignor, including Intellectual Property Assets, going concern value, goodwill, telephone, fax and e-mail addresses and those items listed in Parts 3.22(e), (f), (h) and (i) of the Disclosure Letter (the "Intangible Assets") shall inure to the benefit of and be assigned and transferred to Assignee.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning(s) assigned to them in the Asset Purchase Agreement.
2. Assignment by Assignor. Assignor hereby assigns and transfers to Assignee all right, title and interest of Assignor in and to the Intangible Assets, together with any rights owned by Assignor relating thereto.
3. Acceptance of Assignment. Assignee hereby accepts the assignment of the Intangible Assets.
4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
5. Authority. Each of the parties signing this Assignment hereby warrants and represents that it has the full legal power, authority and right to execute, deliver and perform the obligations under this Assignment, that this Assignment has been duly authorized by all requisite actions on the part of such warranting party, and that no remaining action or third party action is required to make this Assignment binding upon such party.

6. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State of Ohio without regard to conflicts-of-laws principles that would require the application of any other law.

7. Counterparts. This Assignment may be executed in any number of counterparts, each of which, when so executed and when delivered, shall be an original, but all of which counterparts shall together constitute but one and the same instrument.

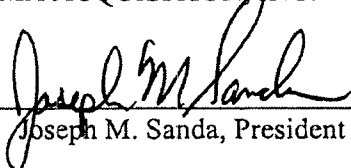
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property Assets as of the date first set forth above.

ASSIGNEE:

GAMMA ACQUISITION, INC.

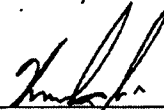
By:

  
Joseph M. Sanda, President

ASSIGNOR:

SPEECHLABS, LLC

By:



Its:

Sole Member

**Part 3.22 Intellectual Property Rights.**

- (b) Software License Agreement between Seller and Gamma Engineers, LLC dated May 3, 2010, attached as Appendix 3.17(a)(i)

Seller licenses certain software from Microsoft under the Microsoft Software License Terms for Microsoft Silverlight 3 Software Development Kit attached as Appendix 3.22(b).

Seller licenses certain software under the License Terms for Sphinx Speech Recognition software from Carnegie Mellon, Sun Microsystems and Mitsubishi Electric Research Laboratories attached as Appendix 3.22(b).

Seller licenses certain software under license terms from Princeton University for WordNet software attached as Appendix 3.22(b).

- (c) Seller licenses software from the following third parties:

1. CMU Sphinx
2. Princeton NLP WordNet
3. Microsoft Silverlight

- (d)

Patent Number Application	Filing Date	Applicant	Title
12/032,338	02/15/08	Alex K. George	System for Dynamic Management of Customer Direction During Live Interaction
12/288,261	10/16/08	Alex K. George	Methods and System for Capturing Voice Files and Rendering them Searchable by Keyword or Phrase

- (e) List of all Marks:

Speechlabs  
Speechlabs Logo:

**speech**  
**LABS**<sup>TM</sup>

- (f) List of all material Copyrights:

Brochures

Powerpoints

Contact Center Solution

Enterprise Voice Solution

VMail to Email

Videos