

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2601766

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
TECHNOLOGY INVESTMENT HOLDINGS, LLC	10/29/2013
RECEIVING PARTY DATA	
Name:	CALLWAVE COMMUNICATIONS, LLC
Street Address:	20 MORSE ROAD
City:	NEWTON
State/Country:	MASSACHUSETTS
Postal Code:	02460
PROPERTY NUMBERS Total: 43	
Property Type	Number
Patent Number:	6879677
Patent Number:	7308081
Patent Number:	6738461
Patent Number:	7266185
Patent Number:	7508927
Patent Number:	7839987
Patent Number:	6968174
Patent Number:	7292841
Patent Number:	7907933
Patent Number:	7103167
Patent Number:	7636428
Patent Number:	8064588
Patent Number:	6477246
Patent Number:	6898275
Patent Number:	7397910

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Patent Number:	7688958
Patent Number:	7555110
Patent Number:	7822188
Patent Number:	7460653
Patent Number:	8213581
Patent Number:	7409048
Patent Number:	8259911
Patent Number:	7818734
Patent Number:	8286155
Patent Number:	7965825
Patent Number:	8107609
Patent Number:	7852749
Patent Number:	8000455
Patent Number:	8165572
Patent Number:	8270582
Patent Number:	8085922
Patent Number:	8121626
Patent Number:	8295865
Patent Number:	8102986
Patent Number:	8218736
Patent Number:	8214338
Patent Number:	7742586
Patent Number:	8165278
Application Number:	12835965
Application Number:	12479595
Application Number:	11496968
Application Number:	13349855
Application Number:	11971097

# CORRESPONDENCE DATA

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**PATENT**

**REEL: 031536 FRAME: 0067**

	SHERRIE MARTIN
Signature:	/s/ Sherrie Martin/
Date:	11/04/2013
<p>Total Attachments: 7</p> <p>source=ReleasePatents-Signed#page1.tif</p> <p>source=ReleasePatents-Signed#page2.tif</p> <p>source=ReleasePatents-Signed#page3.tif</p> <p>source=ReleasePatents-Signed#page4.tif</p> <p>source=ReleasePatents-Signed#page5.tif</p> <p>source=ReleasePatents-Signed#page6.tif</p> <p>source=ReleasePatents-Signed#page7.tif</p>	

## RELEASE AND ASSIGNMENT OF PATENTS

**THIS RELEASE AND ASSIGNMENT** ("Assignment") is made and executed, effective as of October 29, 2013 (the "Effective Date"), by **TECHNOLOGY INVESTMENT HOLDINGS, LLC**, a Delaware limited liability company ("Collateral Agent"), for itself and as Collateral Agent for the persons and entities listed on **SCHEDULE 1** hereto (the "Secured Parties"), to **CALLWAVE COMMUNICATIONS, LLC**, a Delaware limited liability company (the "Company"), pursuant to that certain Security Agreement dated as of November 7, 2012 (the "Security Agreement"), by and among Collateral Agent and the Company.

### RECITALS:

A. Pursuant to the Security Agreement and that certain Collateral Assignment of Patents dated effective November 7, 2012, by and between the Company (as "Assignor") and Collateral Agent (as "Assignee"), the Company granted to Collateral Agent a lien in and to the patents and patent applications listed on **SCHEDULE 2** hereto, and effected a collateral assignment of such patents and patent applications as collateral security for certain obligations of the Company to the Secured Parties.

B. The parties have agreed to execute this Release and Assignment in order to memorialize the release of such lien and the assignment by Collateral Agent to the Company of all right, title, and interest in and to such patents and patent applications.

### AGREEMENTS:

**NOW, THEREFORE**, the parties hereto, intending to be legally bound, do hereby agree as follows:

#### 1. **RELEASE AND ASSIGNMENT.** Collateral Agent hereby:

**1.1 RELEASE OF LIEN.** Waives and releases any and all lien, security interest or other charge that Collateral Agent now has in or to (a) the patents and patent applications listed on **SCHEDULE 2** attached hereto, as the same may be amended to include any patents hereafter acquired and patent applications hereafter filed, and (i) renewals thereof, (ii) reissues, continuations, continuations-in-part, divisions or reexaminations thereof, (iii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past and future infringements thereof, (iv) the right to sue for past, present and future infringements thereof (the foregoing patents and applications, together with the items described in clauses (i) through (iv) hereof are hereinafter referred to as the "Patents"); (b) all of the Collateral Agent's rights corresponding thereto throughout the world; (c) any license agreements with any other party, whether Collateral Agent is a licensor or licensee under any such license agreement in respect of the Patents now or hereafter owned by Collateral Agent; and (d) the goodwill of Collateral Agent's business associated with the Patents (the items described in the foregoing clauses (a), (b), (c) and (d) collectively, the "Assigned Collateral"); and

**1.2 ASSIGNMENT.** Assigns to the Company all right, title, and interest that Collateral Agent now has in and to the Assigned Collateral.

**2. AUTHORIZATION AND REQUEST.** Collateral Agent hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Assignment and the interests herein assigned.

**3. COVENANTS AND WARRANTY OF TITLE.** Collateral Agent warrants that (a) the rights being assigned to the Company hereunder represent all right, title, interest and other claims that Collateral Agent or the Secured Parties now have in and to the Assigned Collateral, and (b) Collateral Agent has the full right and

every lawful power and authority to convey to the Company the right, title, and interest herein assigned and (c) Collateral Agent has not executed, and will not execute, any agreement in conflict herewith.

4. **COOPERATION.** Collateral Agent covenants and agrees that it will at any time, upon request, execute and deliver any and all documents or information that may be necessary or desirable to perfect the title to any of the inventions or any of the Patents covered by this Assignment. Collateral Agent further warrants and represents that it has not entered into any prior assignment or contract relating to the Patents covered under this Assignment, and further warrants that no adverse claims exists against said Patents. Collateral Agent agrees to use its best efforts to do all things reasonably necessary to the prosecution of the patent applications which are covered by this Assignment.

5. **NO WAIVER.** No course of dealing, failure to exercise, or delay in the exercise of any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

6. **SEVERABILITY.** The provisions of this Assignment are several, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

7. **BENEFIT OF AGREEMENT.** The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

8. **ATTORNEYS' FEES.** If any action is commenced to construe this Agreement or to enforce the rights and remedies created herein, then the party prevailing in that action shall be entitled to recover its attorneys' fees and costs therein, as well as all costs and fees of enforcing any judgment entered therein.

9. **GOVERNING LAW.** The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of the State of Delaware (without giving effect to its conflict of law rules).

10. **COUNTERPARTS; ELECTRONIC SIGNATURES.** This Assignment may be executed in counterparts, each of which shall be deemed an original and both of which, taken together, shall constitute one and the same instrument, binding on each signatory thereto. A copy of this Assignment that is executed by a party and transmitted by that party to the other party by facsimile or as an attachment (e.g., in ".tif" or ".pdf" format) to an email shall be binding upon the signatory to the same extent as a copy hereof containing that party's original signature.

*[Signatures appear on the following page.]*

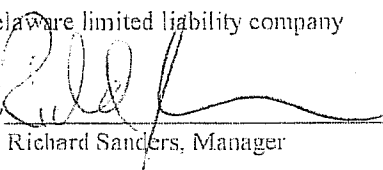
IN WITNESS WHEREOF, the parties have executed this Release and Assignment of Patents as of the day and year first written above.

"COMPANY:"

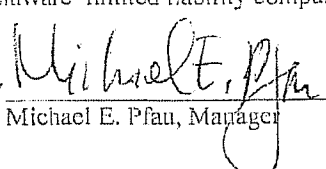
"COLLATERAL AGENT:"

~~CALLWAVE COMMUNICATIONS, LLC, a~~ ~~TECHNOLOGY INVESTMENT HOLDINGS, LLC, a~~  
~~Delaware limited liability company~~ ~~Delaware limited liability company~~

By

  
Richard Sanders, Manager

By

  
Michael E. Pfau, Manager

Address and Facsimile No. for Notices:

Callwave Communications, LLC  
Attn: Richard Sanders, Manager  
20 Morse Road  
Newton, MA 02460

Facsimile No.: (617) 527-0443  
Email: rich.s.sanders@gmail.com  
Email: rich@patentlink.com

Address, Email & Facsimile No. for Notices:

Technology Investment Holdings, LLC  
c/o Michael E. Pfau, Esq.  
Reicker, Pfau, Pye & McRoy LLP  
1421 State Street, Suite B  
Santa Barbara, California 93101

Facsimile No.: (805) 966-3320  
Email: mppfau@rppmh.com

**SCHEDULE 1**

**SECURED PARTIES**

**Technology Investment Holdings, LLC**

## SCHEDULE 2

### LIST OF PATENTS AND PATENT APPLICATIONS

#### ISSUED PATENTS

Patent No.	Title	Issue Date	Docket Number
6,879,677	METHODS AND SYSTEMS FOR TELEPHONY CALL COMPLETION	04/12/2005	CWAV.001A
7,308,081	METHODS AND SYSTEMS FOR TELEPHONY CALL COMPLETION	12/11/2007	CWAV.001C1
6,738,461	METHODS AND APPARATUS FOR RETURNING A CALL OVER A TELEPHONY SYSTEM	05/18/2004	CWAV.002A
7,266,185	METHODS AND APPARATUS FOR RETURNING A CALL OVER A TELEPHONY SYSTEM	09/04/2007	CWAV.002C1
7,508,927	METHODS AND APPARATUS FOR RETURNING A CALL OVER A TELEPHONY SYSTEM	03/24/2009	CWAV.002C1C2
7,839,987	METHODS AND SYSTEMS FOR CREATING A DYNAMIC CALL LOG AND CONTACT RECORDS	11/23/2010	CWAV.002C1CP1
6,968,174	CALL ROUTING APPARATUS	11/22/2005	CWAV.004A
7,292,841	CALL ROUTING APPARATUS	11/06/2007	CWAV.004C1
7,907,933	CALL ROUTING APPARATUS	03/15/2011	CWAV.004C2
7,103,167	SYSTEMS AND METHODS FOR CALL SCREENING	09/05/2006	CWAV.007A
7,636,428	SYSTEMS AND METHODS FOR CALL SCREENING	12/22/2009	CWAV.007C1
8,064,588	SYSTEMS AND METHODS FOR CALL SCREENING	11/22/2011	CWAV.007C2
6,477,246	METHOD AND APPARATUS FOR PROVIDING EXPANDED TELECOMMUNICATIONS SERVICE	11/05/2002	CWAV.011A
6,898,275	METHOD AND APPARATUS FOR PROVIDING EXPANDED TELECOMMUNICATIONS SERVICE	05/24/2005	CWAV.011C1
7,397,910	METHOD AND APPARATUS FOR PROVIDING EXPANDED TELECOMMUNICATIONS SERVICE	07/08/2008	CWAV.011C2
7,688,958	METHODS AND APPARATUS FOR PROVIDING EXPANDED TELECOMMUNICATIONS SERVICE	03/30/2010	CWAV.011CP1
7,555,110	METHODS AND APPARATUS FOR PROVIDING EXPANDED TELECOMMUNICATIONS SERVICE	06/30/2009	CWAV.011CP2



7,822,188	METHODS AND APPARATUS FOR PROVIDING EXPANDED TELECOMMUNICATIONS SERVICE	10/26/2010	CWAV.011CP3
7,460,653	APPARATUS AND METHODS FOR TELECOMMUNICATION AUTHENTICATION	12/02/2008	CWAV.015A
8,213,581	APPARATUS AND METHODS FOR TELECOMMUNICATION AUTHENTICATION	07/03/2012	CWAV.015C1
7,409,048	CALL PROCESSING AND SUBSCRIBER REGISTRATION SYSTEMS AND METHODS	08/05/2008	CWAV.020A
8,259,911	CALL PROCESSING AND SUBSCRIBER REGISTRATION SYSTEMS AND METHODS	09/04/2012	CWAV.020C1
7,818,734	METHODS AND SYSTEMS FOR TRANSFERRING DATA OVER A NETWORK	10/19/2010	CWAV.021A
8,286,155	METHODS AND SYSTEMS FOR TRANSFERRING DATA OVER A NETWORK	10/09/2012	CWAV.021C2
7,965,825	METHODS AND SYSTEMS FOR TRANSFERRING VOICE MESSAGES AND FAXES OVER A NETWORK	06/21/2011	CWAV.022C1
8,107,609	METHODS AND SYSTEMS FOR TELEPHONY CALL-BACK PROCESSING	01/31/2012	CWAV.023A2
7,852,749	METHODS AND SYSTEMS FOR ROUTING TELECOMMUNICATIONS	12/14/2010	CWAV.027A
8,000,455	METHODS AND SYSTEMS FOR CALL PROCESSING	08/16/2011	CWAV.033A
8,165,572	METHODS AND SYSTEMS FOR CALL PROCESSING IN A WIRELINE AND WIRELESS	04/24/2012	CWAV.042A
8,270,582	METHODS AND SYSTEMS FOR ROUTING CALLS	09/18/2012	CWAV.049A
8,085,922	METHODS AND SYSTEMS FOR SPEED DIALING	12/27/2011	CWAV.052A
8,121,626	METHOD AND SYSTEMS FOR SHORT MESSAGE FORWARDING SERVICES	02/21/2012	CWAV.053A
8,295,865	METHOD AND SYSTEMS FOR SHORT MESSAGE FORWARDING SERVICES	10/23/2012	CWAV.053C1
8,102,986	METHODS AND SYSTEMS FOR PROVIDING TELECOMMUNICATIONS SERVICES	01/24/2012	CWAV.060A
8,218,736	METHODS AND SYSTEMS FOR CONFIRMING MESSAGE DELIVERY	07/10/2012	CWAV.064A

8,214,338	METHODS AND SYSTEMS FOR MEDIA STORAGE	07/03/2012	CWAV.072A
7,742,586	ENHANCED SERVICE LEVELS FOR CALL-PROCESSING SERVICES	06/22/2010	CWAV.085A
8,165,278	ENHANCED SERVICE LEVELS FOR CALL-PROCESSING SERVICES	04/24/2012	CWAV.085C1

**PATENT APPLICATIONS**

<b>Application/Patent No.</b>	<b>Title</b>	<b>Filing/Pub Date</b>	<b>Docket Number</b>
12/835965	Methods and Systems for Telephony Call Completion	07/14/2010	CWAV.001C2C1
12/479595	Methods and Apparatus for Providing Expanded Telecommunications Service	06/05/2009	CWAV.0011CP2C1 (issue fee paid)
11/496968	Methods and Systems for Providing Telephony Services to Fixed and Mobile Telephonic Devices	08/01/2006	CWAV.031A
13/349855	Methods and Systems for Providing Telecommunications Services	01/13/2012	CWAV.060C1 (issue fee paid)
11/971097	Methods and Systems for Managing Telecommunications	01/08/2008	CWAV.070A (issue fee paid)