

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2654275

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ASPECT SOFTWARE, INC.	11/30/2013
RECEIVING PARTY DATA	
Name:	TROPO, INC.
Street Address:	800 MENLO AVE
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13088394
CORRESPONDENCE DATA	
Fax Number:	
Phone:	3606746233
Email:	aura@galvinpatentlaw.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	BRIAN R GALVIN
Address Line 1:	4102 ANDERSON HILL ROAD NW
Address Line 4:	SILVERDALE, WASHINGTON 98383
ATTORNEY DOCKET NUMBER:	4306
NAME OF SUBMITTER:	AURA L. MORREY
Signature:	/Aura L. Morrey/
Date:	12/18/2013
Total Attachments: 3 source=131204_4306_Assignment_AS_FILED#page1.tif source=131204_4306_Assignment_AS_FILED#page2.tif source=131204_4306_Assignment_AS_FILED#page3.tif	

OP \$40.00 13088394

ASSIGNMENT

This ASSIGNMENT ("Assignment") is effective as of November 30, 2013 ("Effective Date", by Aspect Software, Inc. (hereinafter the "Assignor") who does hereby sell, assign and transfer certain assets under this Assignment to Tropo, Inc. having its principal place of business at 800 Menlo Ave Suite 210, Menlo Park, CA 94025 (hereinafter the "Assignee"), its successors and assigns.

WHEREAS, Assignor owns the patent applications set forth in this Assignment;

WHEREAS, Assignor and Assignee are parties to the Asset Contribution Agreement dated as of October 1, 2012 (the "Contribution Agreement") pursuant to which Assignor has sold, and Assignee has purchased, certain assets of Assignor; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Inventions and Patent Application (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee, the entire world-wide title, interest and right to the inventions set forth and described in the following Patent Application ("Inventions"), including the right of priority controlled by it, in, to and under the patent application for Letters Patent of the United States, entitled "**Servlet API and Method for XMPP Protocol**", which bears application serial number 13/088,394, filed on April 17, 2011, and the invention and any of them therein set forth and described, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefore based on the original application for said U. S. Letters Patent, and all divisions, reissues, substitutions, continuations, and extensions thereof which may be granted relating thereto in any country(collectively, "Patent Applications"), including, all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Inventions and Patent Applications including, without limitation, damages and payments for past or future infringements of the any patent that is issued on such Inventions and Patent Applications; and all rights to sue for past, present, and future infringements of the Inventions and Patent Application.

2. For the above consideration Assignor agrees promptly upon request of the Assignee, its successors or assigns, to execute and deliver without further compensation, divisional or reissue, or other papers which may be necessary or desirable fully to secure to the Assignee, its successors and assigns, the inventions and any of them, described in said application and all patent rights therein, in the Unites States and in any country foreign thereto, and to cooperate and assist in any prosecution proceedings involving said inventions and in the adjudication or re-

examination of said Letters Patent provided the expenses which may be incurred by Assignor in lending such cooperation and assistance be paid by the Assignee.

### **3. General**

**3.1 Entire Agreement.** This Assignment, contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto and specifically supersedes any other agreement or understanding among the parties related to the subject matter hereof (whether written or unwritten).

**3.2** This Assignment may not be modified or amended except by a writing executed by all parties.

**3.3 Severability.** If any provision of this Assignment shall be held void, voidable, invalid or inoperative, no other provision of this Assignment shall be affected as a result thereof, and the remaining provisions of this Assignment shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

**3.4 Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws.

**3.5 Binding Effect.** This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective heirs, representatives, successors and permitted assigns.

**3.6 Interpretation.** This Assignment shall not be construed more strictly against either party hereto regardless of which party is responsible for its preparation, it being agreed that this Assignment was fully negotiated by both parties.

**3.7 Counterparts; Fax Signatures.** This Assignment and any agreement, document or instrument required or contemplated hereby may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same agreement, document or instrument. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of such agreement, document or instrument, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Aspect Software, Inc.

Tropo, Inc.

[Signature]

[Signature]

Name: STEPHEN J. BEAVER

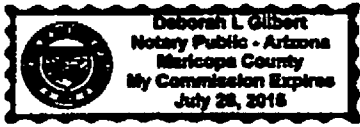
Name: JASON GOECKE

Title: SVP GENERAL COUNSEL & CORPORATE SECRETARY

Title: PRESIDENT & CEO

STATE OF )  
 ) SS.  
COUNTY OF )

On this 5<sup>th</sup> day of November, there appeared before me Steve Beaver, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Aspect Software.



[Signature]  
Notary Public

STATE OF California )  
 ) SS.  
COUNTY OF San Mateo )

On this 3<sup>rd</sup> day of Dec., there appeared before me Jason Goecke, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Tropo, Inc.



[Signature]  
Notary Public