

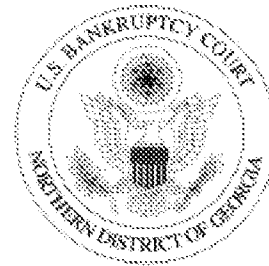
PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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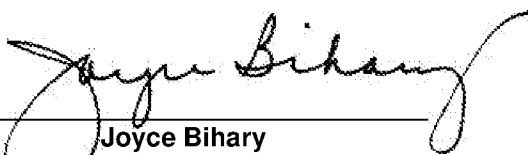
SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name			Execution Date
LAURUS MASTER FUND, LTD.			03/02/2009
RECEIVING PARTY DATA			
Name:	VERSO TECHNOLOGIES, INC.		
Street Address:	822 MONTGOMERY AVENUE		
Internal Address:	SUITE 204 C/O NACHMANHAYSBROWNSTEIN, INC.		
City:	NARBETH		
State/Country:	PENNSYLVANIA		
Postal Code:	19072		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Patent Number:	8477691		
Patent Number:	8223776		
Patent Number:	6982985		
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	wachsman@gmail.com		
Correspondent Name:	ADVENT IP LLC		
Address Line 1:	1652 48TH STREET		
Address Line 4:	BROOKLYN, NEW YORK 11204		
NAME OF SUBMITTER:	BENZION A. WACHSMAN		
SIGNATURE:	/Benzion A. Wachsman/		
DATE SIGNED:	10/19/2020		
This document serves as an Oath/Declaration (37 CFR 1.63).			
Total Attachments: 12			
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IT IS ORDERED as set forth below:

Date: February 18, 2009



Joyce Bihary
U.S. Bankruptcy Court Chief Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE:)	CHAPTER 11
)	
VERSO TECHNOLOGIES, INC., et al.,)	Jointly Administered Under
)	Case No. 08-67659-jb
Debtors.)	

**ORDER GRANTING MOTION FOR AUTHORITY TO SELL CERTAIN
INTELLECTUAL PROPERTY ASSETS FREE AND CLEAR OF LIENS,
CLAIMS, AND ENCUMBRANCES (Verso Technologies)**

On January 23, 2009, Verso Technologies, Inc. (“Verso”) and its co-Debtor subsidiaries, Verso Verilink, LLC (“Verilink”), Telemate.Net Software, Inc. (“Telemate”), sentitO Networks, Inc. (“Sentito”), and Verso Backhaul Solutions, Inc. (“Backhaul” and, collectively with Verso, Verilink, Telemate and sentitO, the “Debtors”), filed with the Court their Motion for Authority to Sell Certain Intellectual Property Assets Free and Clear of Liens, Claims, and Encumbrances (Verso Technologies) (the “Sale Motion”). Unless otherwise defined in this Order, capitalized terms used herein shall have the meanings ascribed to them in the Asset Purchase Agreement (the “Agreement”) with Advent IP LLC, (the “Purchaser”).

In the Sale Motion, the Debtors seek authority to sell 10 United States Patents and 11 United States Patent Application currently held and owned by Verso (collectively, the “Verso IP”) pursuant to the Agreement, a copy of which is attached to the Sale Motion as Exhibit “A.” The Sale Motion contemplates that the Debtors would conduct an auction (the “Auction Sale”) at which Eligible Bidders would be permitted to make higher and better offers for the Verso IP and the Debtors would seek approval of a sale of the Verso IP to the Eligible Bidder who made the highest and best offer at a sale hearing scheduled for 10:00 a.m. on February 18, 2009 (the “Sale Hearing”).

Creditors and parties in interest were given notice of (a) the Sale Motion; (b) the Sale Hearing to consider approval of the sale of the Verso IP to the Purchaser or any other Eligible Bidder submitting an offer at or before the Auction Sale which the Debtors propose to accept as the highest and best offers, and (c) the deadline of February 13, 2009, to file objections to the Sale Motion. No competing bids were received by the Bid Deadline and no objections were filed to the Sale Motion. As a result, the initial offer submitted by Purchaser pursuant to the Agreement remains the highest and best offer for the Verso IP.

Present at the Sale Hearing were counsel for the Debtors, the Purchaser, the U.S. Trustee, and the Official Committee of Unsecured Creditors (the “Committee”). No objections to the Sale Motion were filed or asserted at the Sale Hearing.

At the Sale Hearing, the Debtors proffered in support of the proposed sale to the Purchaser the testimony of George M. Kelakos, Managing Director of Kelakos Advisors LLC (“Kelakos”), the Debtors’ exclusive sales agent with respect to the Verso IP, which was accepted without objection. The Court having reviewed the Sale Motion and the record in this case, and having considered argument of counsel at the Sale Hearing, the proffers by counsel for the Debtors regarding the Sale

Motion and any evidence presented at the Sale Hearing, and it appearing that the Sale Motion is in the best interest of the Debtors and their respective estates, for good cause shown, and for the reasons stated by the Court on the record at the Sale Hearing, which are incorporated herein by reference, the Court finds as follows:

A. On April 25, 2008, (the "Petition Date"), the Debtors each filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. The Debtors have continued in possession of their property and are each operating their business as a Debtor-in-Possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

B. This Court has jurisdiction over this Motion and the parties and property affected thereby, pursuant to 28 U.S.C. §§ 157 and 1334 and 11 U.S.C. § 363. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A), (M), (N) and (O). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Due and adequate notice of the filing of the Sale Motion and the Sale Hearing was given by service of the Sale Motion in accordance with Federal Rules of Bankruptcy Procedure 2002, 6004, and 6006, as evidenced by the filing of various certificates of service with the Court.

D. The Debtors have established that there are sufficient business justifications to authorize the sale of the Verso IP prior to confirmation of a Chapter 11 plan.

E. The terms of the Agreement are fair and reasonable, and the transactions contemplated thereunder reflect the Debtors' prudent business judgment under all of the relevant circumstances and will result in the highest possible sales price for the Debtors' estate and creditors thereof. The proposed transaction contemplated in the Agreement is in the best interests of the Debtors, creditors and interested parties.

F. Based on the testimony proffered at the Sale Hearing by the Debtors, and the record in these cases, including the proposed Agreement, the Court finds that the transfer of the Verso IP to the Purchaser on terms and conditions substantially in accordance with the Agreement represents an arm's length transaction that was negotiated in good faith between the Debtors and the Purchaser for a fair and reasonable price. The Debtors and the Purchaser are not affiliates of one another within the meaning of § 101(2) of the Bankruptcy Code. The Purchaser, as transferee of the Verso IP, constitutes a good faith purchaser under the Uniform Commercial Code and Section 363 of the Bankruptcy Code, and the Purchaser is entitled to all of the protections of Section 363(m) of the Bankruptcy Code afforded to a good faith purchaser.

Accordingly, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, AS FOLLOWS:

1. The Sale Motion is granted, as set forth herein.
2. The Agreement is approved in all respects other than as set forth below, and the Debtors are authorized to sell the Verso IP to the Purchaser, on terms and conditions substantially in accordance with those set forth in the Agreement. The terms and provisions of the Agreement are hereby approved as if fully set forth and incorporated herein; provided, however, that the terms and conditions of this Order shall control in the event of any conflict with or ambiguity regarding the terms and conditions of the Agreement.
3. The sale of the Verso IP by the Debtors to the Purchaser in accordance with this Order and the Agreement, pursuant to Section 363 of the Bankruptcy Code, shall be free and clear of any and all liens, claims, encumbrances, and other interests, with any and all such liens, claims, encumbrances, and other interests attaching to the net proceeds of the sale in the same validity and in the same order of priority as in the underlying Verso IP. The claims, liens, encumbrances, and other

interests, if any, asserted by any person or entity in or to any of the purchase price proceeds shall be in the same priority and subject to the same infirmities and defenses as existed with respect to the claims, liens, encumbrances, and other interests in the property prior to the sales.

4. Notwithstanding anything to the contrary in this Order, the Debtors shall be authorized to pay at the Closing (to the extent not paid from the closings of other sales) the following items from the net proceeds of sale after adjustments provided for in the Agreement: (a) any accrued but unpaid fees and expenses owed to Kelakos in connection with the sale, and (b) normal and customary closing costs and prorations in accordance with the Agreement.

5. The Debtors are authorized to perform and consummate the transactions contemplated by the Agreement, and to execute and deliver all documents and instruments thereby required, and to transfer to the Purchaser all right, title and interest in and to the Verso IP.

6. Pursuant to Sections 105(a) and 363 of the Bankruptcy Code, Bankruptcy Rule 7070 and Fed. R. Civ. Pro. 70, this Order shall and does, as of the Closing Date and the payment of the consideration described in the Agreement, divest the Debtors and their estates of all right, title and interest in the Verso IP, and the Verso IP shall be transferred to the Purchaser, free and clear of any and all liens, mortgages, security interests, pledges, hypothecations, encumbrances, restrictions, reservations, encroachments, infringements, easements, conditional sale agreements, title retention or other security arrangements, defects of title, adverse rights or interests, charges or claims of any nature whatsoever.

7. If any person or entity that has filed financing statements or other documents or agreements evidencing liens on or interests in the Verso IP shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination

statements, instruments of satisfaction, releases of all liens or other interests which the person or entity has with respect to the Verso IP, such statements, instruments, releases and other documents shall be deemed released, terminated and satisfied.

8. Because the Purchaser has acted in good faith, pursuant to Section 363(m) of the Bankruptcy Code, the reversal or modification of this Order on appeal will not affect the validity of the transfer of the Verso IP to the Purchaser or any other transactions contemplated by the Agreement and/or authorized by this Order, unless the same is stayed pending appeal prior to closing under the Agreement.

9. The Court has jurisdiction under 28 U.S.C. §§ 157 and 1334 and 11 U.S.C. §§ 105 and 363 to determine the matters addressed herein as core proceedings under 28 U.S.C. § 157(b). This Court shall retain jurisdiction over any issues relating to the Agreement and to enforce its Order pursuant to 11 U.S.C. § 105 and Bankruptcy Rule 7070.

10. This is a final order and is enforceable upon entry by the Clerk of the Court. To the extent necessary under the Federal Rules of Bankruptcy Procedure 5003, 9014, 9021 and 9002, this Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of judgment as set forth herein and the stay of Federal Rules of Bankruptcy Procedure Rules 6004(h) and 6006(d) is hereby waived, modified and shall not apply to the sale of the Verso IP in accordance with the Agreement, and the Debtors are authorized to take all actions and enter into all transactions authorized by this Order immediately.

[END OF DOCUMENT]

Prepared and presented by:

/s/ Ashley R. Ray
J. Robert Williamson
Georgia Bar No. 765214
Ashley Reynolds Ray
Georgia Bar No. 601559
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Atlanta, GA 30363-1031

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), is entered into by and between Verso Technologies, Inc., a corporation duly organized under and pursuant to the laws of the State of Minnesota, (herein referred to as "Assignor"), and Advent IP LLC, a limited liability company duly organized under and pursuant to the laws of the State of Delaware (herein referred to as "Assignee").

WHEREAS, Assignor and one or more affiliated entities are each a Debtor and Debtor in Possession under Case Nos. 08-67659 through 08-67663, jointly administered under Case No. 08-67659 in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division filed on April 25, 2008 under Chapter 11 of Title 11, U.S.C., et seq.;

WHEREAS, Assignor and/or its bankruptcy estate claims an ownership interest in the Property (as hereinafter defined);

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest in and to the Property;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor on its own behalf and on behalf of its bankruptcy estate hereby sells, assigns, conveys, transfers, and sets over, to and unto Assignee, its successors, legal representatives, and assigns, free and clear of all liens, claims, security interests, collateral assignments and other encumbrances (to the full extent permitted under Section 363 of the U.S. Bankruptcy Code), Assignor's and its bankruptcy estate's entire right, title, and interest in and to the following assets wherever located (collectively, the "Property"): (a) Any and all patents and patent applications identified in SCHEDULE 1 and SCHEDULE 2 attached hereto, and in and to any and all divisionals, continuations, continuations-in-part, reissues, reexaminations, utility models, foreign counterparts, and extensions thereof, and, the inventions and discoveries disclosed therein (including disclosures made by incorporation by reference), and, all rights of priority to any and all of the foregoing patents and patent applications (collectively, the "Patents"); (b) All causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Patents, including without limitation, all rights to pursue damages, injunction relief and other remedies for past, current and future infringement of the Patents (collectively, the "Patent Claims"); and (c) Files, invention disclosures, and original documents related to the Patents and Patent Claims that are owned or controlled by Assignor or its bankruptcy estate or to which Assignor or its bankruptcy estate has rights thereto, including without limitation, all prosecution files for all issued patents and all patent applications included in the Patents, and, including without limitation, all files related to the Patents (notwithstanding any attorney-client, which is hereby waived by Assignor and its bankruptcy estate) that are held in possession by Assignor's prior and current patent counsel (collectively, the "Books and Records");

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with the Patents, is lawful and desirable, sign all papers

and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of the Patents, without charge to Assignee, its successors, legal representatives, and assigns, but at the cost and expense of Assignee, its successors, legal representatives, and assigns;

AND Assignor hereby requests the Commissioner of Patents to issue any and all patents resulting from the Patents to Assignee, as the assignee of said patents to be issued thereon for the sole use and behalf of Assignee, its successors, legal representatives, and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by their duly authorized representatives named below.

Verso Technologies, Inc.

By: [Signature]

Name: John Palmer

Title: Chief Administrative Officer

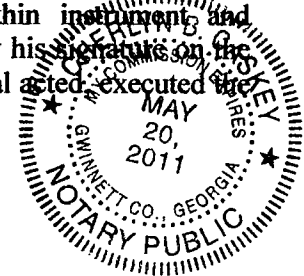
Date: 3/2/09

Acknowledgement

State of Georgia)
County of Gwinnett) ss

On this 2nd day of March, 2009, before me, the undersigned, personally appeared John Palmer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public



Advent IP LLC

By: Benzion Wachsmat

Name: Benzion A. Wachsmat

Title: General Manager

Date: March 5, 2009

SCHEDULE 1 - Patents

	Country/ Juris- diction	Application No.	Filing Date	Patent No.	Title
1	U.S.A.	08/907,686	08/08/1997	6,167,060	Dynamic Forward Error Correction Algorithm for Internet Telephone
2	U.S.A.	08/989,361	12/12/1997	6,356,545	Internet Telephone System with Dynamically Varying Codec
3	U.S.A.	09/733,446	12/07/2000	6,453,030	System and Method for Roaming Billing
4	U.S.A.	09/484,356	01/18/2000	7,213,167	Redundant State Machines in Network Elements
5	U.S.A.	09/653,680	09/01/2000	6,982,985	Interaction of VoIP Calls and Cellular Networks
6	U.S.A.	09/993,104	11/06/2001	7,286,562	System and Method for Dynamically Changing Error Algorithm Redundancy Levels
7	U.S.A.	08/987,182	12/08/1997	6,229,823	System and Method for the Compression of Proprietary Encapsulations
8	U.S.A.	09/353,120	07/14/1999	6,879,650	Circuit and Method for Detecting and Correcting Data Clocking Errors
9	U.S.A.	09/383,285	08/25/1999	6,608,839	System and Method for Indicating an Accurate Committed Information Rate
10	U.S.A.	09/580,700	05/30/2000	7,047,164	Port Trend Analysis System and Method for Trending Port Burst Information associated with a Communications Device

SCHEDULE 2 – Patent Applications

Assignor cannot substantiate an ownership interest in the patent applications listed on this schedule and is under no obligation to prove, validate or otherwise substantiate an ownership interest in the patent applications if such an interest exists. Assignee is accepting this Agreement with full knowledge that Assignor may not be the lawful owner of any of the items listed on this SCHEDULE 2 and that all actions required to prove that Assignor has an ownership interest in the following are the sole responsibility of Assignee.

	Country/ Juris- diction	Application No.	Filing Date	Title
1	U.S.A.	10/906,598	02/25/2005	System Architecture for Internet Telephone
2	U.S.A.	09/851,553	05/08/2001	System and Method for Electronic Transaction Settlement
3	U.S.A.	11/285,805	11/22/2005	Interaction of VoIP Calls and Cellular Networks
4	U.S.A.	08/989,742	12/12/1997	System Architecture for Internet Telephone
5	U.S.A.	60/152,039	09/02/1999	Interaction of VoIP Calls and Cellular Networks
6	U.S.A.	60/054,431	09/01/1997	Method for the Compression of Proprietary Encapsulations
7	U.S.A.	60/101,467	09/23/1998	Circuit for Automatically Inverting Data Clock Signal Upon Detection of Data Clock Error
8	U.S.A.	60/117,127	01/25/1999	Automatic Computation of Frame Committed Information Rate and Excess Burst Size by an Asynchronous Transfer Mode-to-Frame Relay Service Interworking Access Product Using Adaptive Averaging to Determine Accurate Packet Sizes
9	U.S.A.	60/182,346	02/14/2000	Method for Calculating and Displaying a Recommended Port Speed
10	U.S.A.	09/484,191	1/18/2000	Dynamic Call Profiler
11	U.S.A.	09/826,442	4/4/2001	System and Method for Real-Time Addition of Devices to a Subscriber Account