

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7036687

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
ESTECH SYSTEMS, INC.	11/18/2021

RECEIVING PARTY DATA

Name:	ESTECH SYSTEMS IP, LLC
Street Address:	3701 E. PLANO PARKWAY
City:	PLANO
State/Country:	TEXAS
Postal Code:	75074

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	8391298
Patent Number:	7826440
Patent Number:	7564834
Patent Number:	7421066
Patent Number:	RE39722
Patent Number:	7221741
Patent Number:	7123699
Patent Number:	7068684
Patent Number:	6940962
Patent Number:	6925167
Patent Number:	6842505
Patent Number:	6252944
Patent Number:	6067349
Patent Number:	7860083
Patent Number:	8538002
Patent Number:	8194845

CORRESPONDENCE DATA

Fax Number: (214)888-3109

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2148883111
Email: jpalter@palterlaw.com
Correspondent Name: JOHN PALTER
Address Line 1: 8115 PRESTON RD
Address Line 2: STE 600
Address Line 4: DALLAS, TEXAS 75225

NAME OF SUBMITTER:	JOHN PALTER
SIGNATURE:	/John Palter/
DATE SIGNED:	11/22/2021
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 12

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ASSIGNMENT AND LICENSE AGREEMENT

This Assignment and License Agreement (the "Agreement") is made and entered on this 18th day of November 2021 (the "Effective Date") by and between Estech Systems, Inc., a Texas corporation with a principal place of business at 3701 E. Plano Parkway Plano, Texas 75074 ("Assignor" or "Licensee"), and Estech Systems IP, LLC, of 3701 E. Plano Parkway Plano, Texas 75074, (the "Assignee" or "Licensor"). Assignor and Assignee shall be referred to individually as the "Party" or collectively as the "Parties."

Recitals

WHEREAS, Assignor is the sole owner of United States patents and patent applications, the inventions described in the patents, and all associated rights, as set forth on Schedule A and incorporated fully herein by this specific reference (the "Patents");

WHEREAS, Assignor has entered into those certain engagement letters with Williams Simons & Landis PLLC and The O'Shea Firm as set forth on Schedule B and incorporated fully herein by this specific reference (the "Engagement Letters");

WHEREAS, Assignee is a single member Texas limited liability company formed as a wholly-owned subsidiary of Licensee;

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Patents, Intellectual Property, and Engagement Letters described above to facilitate the further development and marketing of said Patents; and

WHEREAS, Assignor is willing to assign the Patents, Intellectual Property and Engagement Letters to Assignee, in exchange for all of the Membership Interests in the Assignee and in exchange for the other rights and obligations set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. **Assignment**. Assignor does hereby irrevocably sell, assign, and transfer to Assignee, and to Assignee's successors and assigns, Assignor's entire right, title, and interest in and to the Patents, the inventions described in the Patents, the Intellectual Property, the Engagement Letters, the income, royalties, damages, claims, payments, and proceeds of the Patents, the Intellectual Property, and the Engagement Letters now or hereafter due or payable in respect thereto, and any and all associated rights to the Patents, including the right to sue for past, present, and future infringement thereof and any and all damages associated therewith. In exchange for such assignment, Assignee does hereby issue to Assignor all of its Membership Interests as a Texas Limited Liability Company, subject to the rights and obligations of the Company Agreement executed concurrently herewith.

2. **Existing Agreements.** The foregoing assignment is made with notice of and subject to the existing settlement, license, or other agreements listed in Schedule C.

3. **Non-exclusive License Grant.** For the Term, Licensor grants to Licensee a non-exclusive, royalty-free, revocable world-wide right and license to use the Patents and any related intellectual property. The license includes, but is not limited to, the following rights:

- (i) The rights to design, manufacture, have manufactured, use, sell, sub-license, distribute, offer for sale, market, export and import products based on or using in any manner the Patents and Intellectual Property in connection with business telephone systems ("Licensed Products"), including, but not limited to, private branch exchanges, on-premise phone systems, voice over internet protocol, routers, modems, voicemail, call processing, call management features and related programs and applications (the "Field of Use").
- (ii) **Authorized Third Parties.** Assignee hereby grants and agrees to grant to Authorized Third Parties a nonexclusive, worldwide, royalty-free, irrevocable, perpetual, and fully paid-up license, under all Patents and Intellectual Property: (a) to make, use, sell, offer for sale, lease, or otherwise dispose of Licensed Products; and/or (b) to practice or use a method or process claimed in the Patents that includes steps implemented by a Licensed Product, and to sell, offer for sale, or lease products resulting from such method or process. "Authorized Third Party" shall mean any entity that is implicitly or explicitly authorized by Assignor to exercise any legal rights or to perform any activities with respect to a Licensed Product, including without limitation, distributors, resellers, value-added resellers, indemnitees, customers, and users.

4. **Compliance with Law.** Licensee and Sub-Licensees shall comply, at all times, with applicable and documentable local, state, federal, foreign, and international laws, ordinances, and regulations, including, but not limited to, those pertaining to the manufacturing, distribution, packaging, marketing, advertising, promotion, and sale of the Licensed Products. Licensee and any Sub-Licensees shall strictly comply with the applicable laws, rules, and regulations, as well as any comparable laws, rules, and regulations of other nations. If, at any time, the Licensee or any Sub-licensee is found to have violated any law, ordinance, or regulation, the Licensor must notify Licensee, or any Sub-Licensee of the alleged violation. If in fact there is deemed to be a violation, Licensee has 120 days to comply. If after 120 days of formal notice, Licensee or Sub-Licensee does not comply, Licensor reserves the right to terminate the License and/or any Sublicense granted by the Licensee.

5. **Confidentiality.**

(a) Confidential and Proprietary Information.

- (i) **Licensor Obligations with Respect to Licensee Confidential Information.** Licensor agrees to hold all confidential information of Licensee and its Affiliates, including without limitation, any information relating to

Licensee's and its Affiliates' business operations, price lists, manufacturing data, marketing information strategies, customer or product lists, research and development information and all other information disclosed by Licensee or its affiliates to Licensor ("Licensee Confidential Information"), in strict confidence and not to use any of the foregoing commercially for its own benefit or that of anyone else nor for the purpose of developing or improving a product or method for anyone except Licensee. Licensor agrees to limit dissemination of and access to Licensee Confidential Information only to the persons who have a need for access thereto, and who have entered into a restrictive agreement prohibiting such personnel from doing anything with respect to Licensee Confidential Information that Licensor would itself be prohibited from doing under this Agreement.

(ii) **Licensee Obligations with Respect to Licensor Confidential Information.** Licensee agrees to hold all confidential information of Licensor, including without limitation, any information relating to Licensor's business operations and all other information disclosed by Licensor ("Licensor Confidential Information"), in strict confidence and not to use any of the foregoing commercially for its own benefit or that of anyone else. Licensee agrees to limit dissemination of and access to Licensor Confidential Information only to the persons within Licensee and its Affiliates, and their respective third-party contractors, subcontractors, manufacturers and business partners who have a need for access thereto, and who have entered into a restrictive agreement prohibiting such personnel from doing anything with respect to Licensor Confidential Information and such information that Licensee would itself be prohibited from doing under this Agreement.

(b) **Survival.** The provisions in Section 4 regarding Confidential Information shall survive the termination of this Agreement.

6. **Term and Termination.**

(a) **Term.** The term of this Agreement began on the Effective Date and shall remain in effect subject to the provisions set forth in this Agreement; provided, however, that the Term shall end (i) upon one of the events of termination set forth in the Section 6(b), (ii) upon Licensee's written notice to Licensor, or (iii) upon the mutual consent of the parties hereto.

(b) **Termination by Licensor.** This Agreement may be terminated by Licensor prior to the end of the Term as follows:

(i) Upon a Bankruptcy Event of Licensee, Licensee shall notify Licensor thereof within one (1) business day thereof, and Licensor may elect to terminate the Agreement by giving written notice to Licensee within thirty (30) days of that notice.

- (ii) Upon the assignment of this License, or the transfer of substantially all of the assets, or the transfer of more than fifty percent of the voting right in the Licensee, Licensor may give notice to Licensee of such termination.
- (iii) Upon a material breach of this Agreement by Licensee, Licensor may give notice to Licensee of such breach. If Licensee fails to cure such breach within sixty (60) days of such notice, then this Agreement may be terminated by Licensor at any time during the period that begins on the sixtieth (60th) day following such notice and ends on the ninetieth (90th) day following such notice (the "Licensor Termination Period") by giving written notice of such termination to Licensee before the expiration of the Licensor Termination Period. Licensor's failure to terminate this Agreement during the Licensor Termination Period will constitute a waiver of Licensor's rights to terminate this Agreement by reason of the applicable breach.
- (iv) No Liability for Termination. Neither Party in exercising its rights to terminate this Agreement in accordance with the terms and conditions hereof shall incur any liability whatsoever for any damage, loss or expense of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any such termination (except if such termination is for a material breach of this Agreement), whether or not the terminating Party is aware of any such damage, loss, or expense. Any termination hereof shall not impair any rights nor discharge any obligations which have accrued to the parties as of the effective date of such termination.

7. Representation and Warranties.

- (a) Licensor's Representations and Warranties. Licensor hereby represents and warrants to Licensee that:
 - (i) Licensor has the full power, capacity, and right to enter into this Agreement and has exclusive rights to grant an exclusive license to Licensee;
 - (ii) Licensor knows of no pending or threatened action in law or in equity which adversely affects the rights granted herein, and know of no basis for any of the foregoing;
 - (iii) To the knowledge of Licensor, neither the execution and delivery of this Agreement nor compliance with the obligations of Licensor hereunder, will violate any law or regulation, or any order or decrees of any court or government instrumentality;
 - (iv) To the knowledge of Licensor, neither the execution and delivery of this Agreement nor compliance with the obligations of Licensor hereunder, will

conflict with, or result in the breach of, or constitute a default under, any contract, agreement, instrument, or judgment to which Licensor is a party, or which is or purports to be binding upon Licensor;

- (v) No action, approval, or consent, including, but not limited to, any action, approval, or consent by any federal, state, municipal, or other governmental agency, is necessary in order to constitute this Agreement as valid, binding, and enforceable obligations of Licensor in accordance with its terms;
 - (vi) Licensor is the sole legal and beneficial owner of the Intellectual Property;
- (b) Licensee's Representations and Warranties. Licensee hereby represents and warrants to Licensor that:
- (i) It has the full power, capacity, and right to enter into this Agreement;
 - (ii) All corporate action necessary to authorize Licensee to enter into this Agreement and be legally bound by its terms has been taken;
 - (iii) It knows of no pending or threatened action in law or in equity which adversely affects the rights granted herein, and it knows of no basis for any of the foregoing;
 - (iv) To the knowledge of Licensee, neither the execution and delivery of this Agreement nor compliance with the obligations of Licensee hereunder, will violate any law or regulation, or any order or decrees of any court or government instrumentality;
 - (v) Neither the execution and delivery of this Agreement nor compliance with the obligations of Licensee hereunder, will conflict with, or result in the breach of, or constitute a default under, any contract, agreement, instrument or judgment to which Licensee or any officer, director, employee or controlling person of Licensee is a party, or which is or purports to be binding upon any of the foregoing persons; and
 - (vi) No action, approval, or consent, including, but not limited to, any action, approval, or consent by any federal, state, municipal, or other governmental agency, is necessary in order to constitute this Agreement as a valid, binding, and enforceable obligation of Licensee in accordance with its terms.

8. Indemnification.

- (a) Licensor's Indemnification. Licensor shall indemnify, defend and hold Licensee, its Affiliates, and their respective officers, directors, employees and agents (each, a "Licensor Indemnified Party"), harmless from and against any and all claims,

demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties, reasonable attorneys' fees, costs of investigation and any legal or other expenses or costs ("Losses") incurred or suffered by any Licensor Indemnified Party arising out of, in connection with or resulting from any claim, allegation or judgment as to: (i) any violation or infringement upon any common law or statutory intellectual property rights of any third party that arises from or relates to Intellectual Property, or (ii) any inaccuracy or breach in any of Licensor's representations and warranties under this Agreement.

- (b) **Licensee's Indemnification.** Licensee agrees to indemnify, defend and hold harmless Licensor and Licensor's successor, assigns, officers, directors, employees and agents (each, a "Licensee Indemnified Party") from and against any and all Losses (as defined in Section 12(a) above) incurred or suffered by any Licensee Indemnified Party arising out of, in connection with or resulting from any claim, allegation or judgment as to any inaccuracy or breach in any of Licensee's representations and warranties under this Agreement. Additionally, Licensee shall assume full responsibility for the manufacturing, distribution, marketing, advertising and sale of the Licensed Products and shall indemnify and hold Licensor harmless with respect to any and all claims, losses, obligations, liabilities, including product liability or strict liability in tort, caused by any defects or alleged defects in the Licensed Products, or any third-party claims of patent infringement related to the Licensed Products, plus costs and expenses, including legal and other fees, with respect to the defense of any such claims, even if such claims arise after termination of this Agreement. Such indemnification applies to all claims arising from violations of laws, ordinances, or regulations by Licensee or a Sub-licensee. Licensee shall obtain and maintain, at its expense, adequate insurance covering any claims or suits, except for claims or suits related to patent infringement, arising out of the sale or distribution of the Licensed Products, said insurance, with minimum insured limits of One Million Dollars (\$1,000,000) to name Licensor as an additional insured party and to provide that it may not be canceled without at least ninety (90) days prior written notice to Licensor.

9. **Patents.**

Ownership of Patents. Licensor has and will retain all right, title to, and interest in the Intellectual Property subject to this Agreement.

10. **Marking and Notice of Infringement.**

- (a) Licensee and Authorized Third Parties will mark all Licensed Products sold under the license granted with the word "Patent" and the number or numbers of the Licensed Patent or Licensed Patents applicable thereto.
- (b) Licensee shall promptly notify Licensor of any actual or apparent infringement of the Intellectual Property of which Licensee becomes aware. Licensor shall prosecute any suit that is reasonably necessary or appropriate to protect any of Licensor's rights to the Intellectual Property from and against infringement by third

parties and Licensee shall cooperate fully with Licensor in connection with any such action. If Licensor fails to do so within sixty (60) days of written request by Licensee, Licensee may pursue such action, the reasonable cost of which will offset any payments due Licensor under this Agreement.

11. **Assignment.** Unless expressly stated in this Agreement, any right, duty, privilege, and/or obligation under this Agreement are personal to Licensee, may not be sold, assigned, delegated, transferred or conveyed without prior written consent of the Licensor.

12. **Survival.** Any provision of this Agreement which contemplates performance or the existence of rights or obligations after the termination of this Agreement shall expressly survive such termination of this Agreement, including Sections 4, 5, 7, 8, 9 and 14 and shall be binding upon the Party or Parties obligated thereby in accordance with the terms of this Agreement, subject to any limitations expressly set forth in this Agreement.

13. **Amendment or Waiver.** This Agreement cannot be changed orally, and no modification of this Agreement shall be recognized nor have any effect, unless the writing in which it is set forth is signed by Licensor and Licensee, nor shall any waiver of any of the provisions of this Agreement be effective unless in writing and signed by the Party to be charged therewith. The failure of either Party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either Party to exercise any option herein shall not be construed as a waiver of such provision or option and shall in no way affect that Party's right to enforce such provisions or exercise such option. No waiver of any provision hereof shall be deemed a waiver of any succeeding breach of the same or any other provisions of this Agreement.

14. **Dispute Resolution; Governing Law; Injunctive Relief.**

- (c) Negotiations. The parties agree that they will attempt in good faith to resolve any controversy, claim, dispute or question between them arising out of or relating to this Agreement, including the construction or application of this Agreement, promptly by negotiations between the parties. If a controversy or claim should arise, appropriate representatives of the parties will meet at least once and will attempt to resolve the matter. Either Party may request the other to meet within fourteen (14) days, at a mutually agreed time and place.
- (d) Arbitration. The laws of the State of Texas shall govern the application and interpretation of this Agreement in all respects and aspects. Any controversy or claim arising out of or relating to performance of any part of this agreement, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association in the State of Texas, unless otherwise agreed by both parties. The venue for arbitration shall be exclusively in Plano, Texas.
- (e) Injunctive Relief. Each of the parties acknowledge and agree that the other parties will be damaged irreparably if any of the provisions of this Agreement (specifically including the obligations of confidentiality set forth in paragraph 7 herein) are not

performed in accordance with their specific terms or otherwise are breached. Accordingly, notwithstanding any other provision in this Agreement the damaged Party shall have the right to pursue a claim for injunctive relief, damages, and attorneys' fees in arbitration for the other Party's breach of any covenant, agreement or obligation.

- (f) Fees. In the event any Party to this Agreement breaches its obligations, representations, warranties or covenants hereunder, and the Party not in default is required to resort to legal means to enforce this Agreement's terms, the prevailing Party shall be entitled to receive from the defaulting Party the costs and expenses of such enforcement, including reasonable attorneys' fees, whether before or after any arbitration action or judgment.

15. Counterparts. This Agreement may be executed in multiple counterparts, which taken together shall constitute one instrument and each of which shall be considered an original for all purposes.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment on the day and year first above mentioned.

ASSIGNOR:

ESTECH SYSTEMS, INC.

A Texas corporation

By: Eric Suder

Its: Board Chairman

Date: November 18, 2021

ASSIGNEE:

ESTECH SYSTEMS IF, LLC

A Texas limited liability company

By: Eric Suder

Its: Manager

Date: November 18, 2021

SCHEDULE A
(the "Patents")

Patent No.	Description	App. Date	Issue Date
8,391,298	Phone directory in a voice over IP	5/29/2003	3/5/2013
7,826,440	Quality of service in a remote telephone	2/7/2002	11/2/2010
7,564,834	Shared knowledge in a telephone system	10/30/2002	7/21/2009
7,421,066	Telephone call/voice processing system	3/13/2001	9/2/2008
RE39,722	Telephone call/voice processing system	6/3/2005	7/10/2007
7,221,741	Dialing using caller ID	1/18/2000	5/22/2007
7,123,699	Voice mail in a voice over IP system	8/2/2002	10/17/2006
7,068,684	Quality of service in a voice over IP system	2/1/2001	6/27/2006
6,940,962	Dial on-hold	6/11/1997	9/6/2005
6,925,167	Service observing in a voice over IP system	1/8/2002	8/2/2005
6,842,505	Communications system enhanced with human presence sensing capabilities	4/5/1999	1/11/2005
6,252,944	Telephone call/voice processing system	6/11/1997	6/21/2001
6,067,349	Dialing using caller ID	12/31/1997	5/23/2000
7,860,083	Shared knowledge in a telephone system	06/18/2009	12/28/2010
8,538,002	Telephone call/voice processing system	06/04/2012	09/17/2013
8,194,845	Telephone call/voice processing system	08/28/2008	06/05/2012

All derivative works and supporting documentation related to the forgoing Patents.

SCHEDULE B

Engagement Letters

REDACTED

SCHEDULE C

REDACTED