

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: PATI396618

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	Verint Systems Canada, Inc.	05/07/2024
<b>RECEIVING PARTY DATA</b>		
<b>Company Name:</b>	Verint Americas Inc.	
<b>Street Address:</b>	800 North Point Parkway	
<b>City:</b>	Alpharetta	
<b>State/Country:</b>	GEORGIA	
<b>Postal Code:</b>	30005	
<b>PROPERTY NUMBERS Total: 22</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	9270817	
Patent Number:	9288316	
Patent Number:	8515028	
Patent Number:	8605868	
Patent Number:	8774373	
Patent Number:	8908847	
Patent Number:	9014351	
Patent Number:	9386151	
Patent Number:	10284726	
Patent Number:	10484543	
Patent Number:	11470197	
Patent Number:	10819853	
Patent Number:	10419610	
Patent Number:	10904384	
Patent Number:	11283926	
Patent Number:	11889023	
Patent Number:	11889025	
Patent Number:	9031214	
Patent Number:	9215320	
Patent Number:	9509844	

PATENT

Property Type	Number
Patent Number:	9686408
Patent Number:	10171660

**CORRESPONDENCE DATA**

**Fax Number:** 4046457707

*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.*

**Phone:** 4046457700

**Email:** kcarroll@mcciplaw.com

**Correspondent Name:** Karen S. Carroll

**Address Line 1:** 999 Peachtree St. NE

**Address Line 2:** Suite 1300

**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	10171-001GEN
<b>NAME OF SUBMITTER:</b>	Karen Carroll
<b>SIGNATURE:</b>	Karen Carroll
<b>DATE SIGNED:</b>	07/30/2024

**Total Attachments: 15**

- source=10171-001GEN Asset Purchase Agreement - VAI#page1.tiff
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- source=10171-001GEN Asset Purchase Agreement - VAI#page15.tiff

## ASSET PURCHASE AGREEMENT

THIS AGREEMENT is dated effective as of May 7, 2024.

**B E T W E E N :**

**VERINT SYSTEMS CANADA, INC.**, a corporation formed under the laws of the Province of Ontario

(the “**Seller**”)

- and -

**VERINT AMERICAS INC.**, a corporation formed under the laws of the State of Delaware

(the “**Buyer**”)

**CONTEXT:**

- A. Prior to May 6, 2024 (the “**Amalgamation Date**”), Foncloud, Inc. carried on the business of providing cloud-based call-back technology solutions for a variety of industries and sectors, including developing, licensing, and selling call-back related software and hardware, providing call-back customer support, providing call-back related customer engagement solutions (the “**Business**”).
- B. On the Amalgamation Date, Verint Systems Canada, Inc. (Ontario registration number 1981763) and Foncloud, Inc. amalgamated under the *Business Corporations Act* (Ontario) and continued as the Seller.
- C. The Seller wishes to sell, and the Buyer wishes to purchase, certain of the Seller’s assets, on the terms and conditions set out in this Agreement.

**THEREFORE**, the parties agree as follows:

### ARTICLE 1 PURCHASE AND SALE

#### 1.1 Purchase and Sale

- 1.1.1 The Seller hereby transfers and assigns to the Buyer those assets set out in **Schedule A** (collectively, the “**Purchased Assets**”), such transfer to be effective as of the date of this Agreement (the “**Closing Date**”) on the terms and conditions set out in this Agreement, free and clear of any lien, charge, and encumbrance of any nature or kind whatever.
- 1.1.2 The transfer referred to in Section 1.1.1 will be effective on the Closing Date and the Buyer will, immediately thereupon, be the beneficial owner of the Purchased Assets.
- 1.1.3 The Buyer hereby assumes and agrees that on the Closing Date, the Buyer will assume and be liable for, and will pay, perform and discharge as and when due, all debts, claims, liabilities, obligations, damages, fines, penalties or expenses (whether known or unknown, vested or unvested, asserted or unasserted, absolute or contingent, accrued or unaccrued, assessed or unassessed, liquidated or unliquidated, actual or potential, and due to or become due) of Seller relating to the Purchased Assets (collectively, “**Liabilities**”). For

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greater certainty, the Seller will not have any responsibility with respect to any other obligation or liabilities related to the Purchased Assets not included within the definition of Liabilities.

- 1.1.4 The Seller will deliver any documents or instructions reasonably required, including an executed assignment agreement in the form attached to this Agreement as Exhibit 1.1.3 or other executed agreement(s), in form and substance acceptable to Buyer, all with a view to effecting the transfer of the Purchased Assets to the Buyer effective as of the Closing Date. In addition, the Seller will deliver to the Buyer on the Closing Date all of the Purchased Assets capable of being physically or electronically delivered, including any prosecution histories, intellectual property counsel contact information, passwords, books and records, manuals, instructions and other documentation necessary for managing, maintaining, protecting, enforcing, using, or otherwise exploiting the Purchased Assets .
- 1.1.5 Regardless of the date of registration of the transfer of title to any of the Purchased Assets, as required, the Buyer will be entitled to all income derived from the Purchased Assets and all proceeds in respect of the Purchased Assets effective as of the Closing Date, and the Seller will pay and set over to the Buyer all such income, proceeds, or other amounts, whether received by the Seller or credited to the account of the Seller. Pending the date of registration of the transfer of title to any of the Purchased Assets to the Buyer or any permits or consents required to carry on the Business being obtained by the Buyer, the Seller will, effective as of the Closing Date, hold registered title in and to such Purchased Assets, and carry on the Business, as required, as nominee, agent, and bare trustee for and on behalf of, and as directed by, the Buyer.

## ARTICLE 2 PURCHASE PRICE

### 2.1 Amount of Purchase Price

The aggregate purchase price payable by the Buyer to the Seller for the Purchased Assets (the "**Purchase Price**") is equal to the fair market value of the Purchased Assets, which, the Seller and the Buyer have estimated to be CAD\$500,000 (the "**Purchase Price**"), subject to adjustment pursuant to Section 2.3.

### 2.2 Payment of Purchase Price

The Buyer will satisfy the Purchase Price on the Closing Date by cash, wire or another form of payment mutually agreed to by both parties.

### 2.3 Purchase Price Adjustment

The Parties acknowledge and agree that the amount paid on the date hereof by Buyer to Seller in accordance with Section 2.1 above, is based upon the estimated fair market value of the Purchased Assets as of the date hereof (the "**Estimated Value**"). The Parties have further agreed to determine the actual fair market value of the Purchased Assets as of the date hereof (the "**Final Value**") forthwith following the completion of the transactions contemplated under this Agreement and that, following such determination, the Purchase Price will be adjusted, if required, as follows:

- (a) If the Final Value exceeds the Estimated Value, the Purchase Price will be increased dollar-for-dollar by the amount of such excess, and such excess amount will be promptly paid by Buyer to Seller; and

- (b) If the Estimated Value exceeds the Final Value, the Purchase Price will be decreased dollar-for-dollar by the amount of such excess, and such excess amount will be promptly paid by Seller to Buyer.

Any amount paid by Buyer or Seller pursuant to this Section 2.3 shall be deemed an adjustment to the Purchase Price for all purposes.

## **2.4 Allocation of Purchase Price**

After the date of this Agreement and upon completion of a valuation report by the Buyer's tax advisors, the Purchase Price will be allocated among the Purchased Assets in accordance with their respective fair market values and Schedule B shall be updated accordingly. The Seller and the Buyer will cooperate in preparing, completing, and filing any elections under the *Income Tax Act* (Canada), and the United States Internal Revenue Code 1986, and other taxation statutes that are necessary or desirable to give effect to this allocation for tax purposes.

## **ARTICLE 3 TAXES**

### **3.1 Responsibility for Taxes**

The Seller and the Buyer agree that the Buyer will be liable for and will pay all Goods and Services Tax/Harmonized Sales Tax ("GST/HST"), and any other value added, sales or similar tax properly payable by the Buyer in connection with the sale and transfer of the Purchased Assets. The Seller and Buyer agree to coordinate the invoicing and payment of the GST/HST and another tax payable hereunder, so as to permit the Seller to report and remit such tax or taxes to the appropriate tax authority in accordance with applicable law.

## **ARTICLE 4 REPRESENTATIONS AND WARRANTIES**

### **4.1 Seller's Representations and Warranties**

The Seller represents and warrants to the Buyer that:

- 4.1.1 the Seller is a corporation duly formed and validly existing under the laws of the Province of Ontario;
- 4.1.2 the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of the Seller;
- 4.1.3 the Seller has full right, power, and authority to enter into this Agreement and to sell, transfer, assign, and convey the Purchased Assets to the Buyer free and clear of all liens, charges, and encumbrances;
- 4.1.4 the Seller is not a party to, bound by, or subject to any agreement, indenture, mortgage, lease, instrument, order, judgment, decree, or any provision of its articles or by-laws, which would be violated, contravened or infringed by the execution and delivery of this agreement by the Seller or the performance of its obligations under this agreement;
- 4.1.5 the Seller owns, possesses and has good and marketable title to the Purchased Assets, free and clear of all liens, charges and encumbrances (other than liens for current taxes not yet

due) and at the Closing Date, the Seller will have the absolute and exclusive right to sell the Purchased Assets to the Buyer as contemplated by this agreement;

4.1.6 the Seller is registered for the collection of the GST/HST and its registration number is 13975 0319 RT0001; and

4.1.7 the Seller is not a non-resident of Canada for purposes of the *Income Tax Act* (Canada).

#### **4.2 Buyer's Representations and Warranties**

The Buyer represents and warrants to the Seller that:

4.2.1 the Buyer is a Corporation duly incorporated and validly existing under the laws of the State of Delaware;

4.2.2 the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of the Buyer; and

4.2.3 the Buyer is not party to, bound by, or subject to any agreement, indenture, mortgage, lease, instrument, order, judgment, decree, or any provision of its articles or by-laws, which would be violated, contravened or infringed by the execution and delivery of this agreement by the Buyer or the performance of its obligations under this agreement.

### **ARTICLE 5 SURVIVAL AND NOTICE**

#### **5.1 Survival**

5.1.1 All of the representations, warranties and covenants in this agreement will survive the completion of the transfer of the Purchased Assets provided for in this Agreement and, notwithstanding such completion, will continue in full force and effect for the benefit of the Seller or the Buyer, as the case may be, in accordance with the terms thereof.

#### **5.2 Time Limits for Notice**

5.2.1 No action in court with respect to a breach of any provision of this Agreement may be brought unless the party bringing the action notifies the other party of its intent to do so within 12 months of the Closing Date.

### **ARTICLE 6 GENERAL**

#### **6.1 Governing Law**

This agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province.

#### **6.2 Entire Agreement**

This agreement constitutes the entire agreement between the parties pertaining to the subject matter of this agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no representations, warranties or other agreements between the parties, express or implied, in connection with the subject matter of this agreement except

as specifically set out in this agreement. No party has been induced to enter into this agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this agreement.

### **6.3 Time of Essence**

Time is of the essence in all respects of this agreement.

### **6.4 Further Assurances**

Each of the parties, upon the request of the other party, will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to complete and give full effect to the transactions contemplated by this agreement.

### **6.5 Assignment and Enurement**

Neither this agreement nor any right or obligation under this agreement may be assigned by either party without the prior consent of the other party. This agreement enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns.

### **6.6 Counterparts and Electronic Delivery**

This agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

Each of the parties has executed and delivered this Agreement as of the date noted at the beginning of the Agreement.

**VERINT SYSTEMS CANADA, INC.**

Per: 

Name: Grant Highlander  
Title: Treasurer

**VERINT AMERICAS INC.**

Per: 

Name: Elan Moriah  
Title: President

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## SCHEDULE A

### Purchased Assets

The Purchased Assets consists of the following:

1. **Intellectual Property:** Please see Exhibit 1.1.3.
2. **Customer Contracts:** all contracts, licenses and agreements with all customers of the Business as at the Closing Date who pay or are obligated to pay fees to the Seller for products or services rendered by the Seller in connection with the Business.

**SCHEDULE B**

**Purchase Price Allocation**

<b>Assets</b>	<b>Fair Market Value</b>
	\$
<b>Total</b>	\$

**EXHIBIT 1.1.3**

**Confirmatory of Ownership and Ownership Assignment of Intellectual Property**

See attached.

### EXHIBIT 1.1.3

## CONFIRMATORY OF OWNERSHIP AND OWNERSHIP ASSIGNMENT OF INTELLECTUAL PROPERTY

**WHEAEAS** VERINT SYSTEMS CANADA, INC. and FONCLOUD, INC. amalgamated under the *Business Corporations Act* (Ontario) and continued as VERINT SYSTEMS CANADA, INC., a corporation formed under the laws of the Province of Ontario (the "**Assignor**"), is or was the owner of all right, title and interest in and to certain intellectual property consisting of and including:

- a. inventions or improvements or designs, or other innovations, including trade secrets and confidential information (the "**Inventions**"),
- b. trademarks, tradenames, domain names, social media handles and/or other indicia of goodwill (the "**Trademarks**"), and/or
- c. certain works (the "**Works**"),  
as summarized in this Exhibit (the "**Intellectual Property**");

**AND WHEREAS**, VERINT AMERICAS INC., a corporation formed under the laws of the State of Delaware (the "**Assignee**"), has acquired from Assignor the entire right, title and interest in and to the Intellectual Property.

NOW THEREFORE, for sufficient, good, and valuable consideration, the receipt of which is hereby acknowledged, the Assignor confirms that it has and, for greater certainty, to the full extent that it has not done so previously, it does hereby sell, assign, transfer, and set over to the Assignee the entire right, title, and interest in and to the Intellectual Property, including:

- the Inventions;
- the Trademarks, including the goodwill of the business symbolized by the Trademarks;
- the Works, including all portions of the Works, all literary, dramatic, musical and/or artistic works embodied in the Works and all portions of the Works, and all copyright in the Works and all portions of the Works and any tangible copies of the Works;
- all patent, design, trademark, copyright, utility model, petty patent or other applications for registration of intellectual property rights that may be filed for the Inventions, the Trademarks or the Works (the "**Applications**"), including the applications listed in this Exhibit;
- all national phase applications arising from the Applications;
- all continuations, divisions, renewals of, or substitutes for the Applications;
- the right to file counterparts to the Applications in all countries and regions;
- the right to claim priority from the Applications in all countries and regions;
- each and every additional application that claims any part of the Inventions;
- each and every additional application that is in any way based on or claims priority from or corresponds to the Applications;
- all patents, design registrations, copyright registrations, trademark registrations, or registrations of other recognized form of intellectual property, including utility models, petty patents, or innovation patents, which may be granted on or as a result thereof (the "**IP Registrations**"), including the registrations listed in this Exhibit;
- any reissue or reissues of any Applications for patents; and
- all causes of action and rights to bring suit for past, present, and future infringement of rights in the Inventions, the Trademarks and the Works, including the Applications and the IP Registrations, and all claims for and rights to collect damages, profits, and all other remedies and relief in respect thereof, including other compensation in respect of pre-grant activities; the same to be owned by the Assignee, the Assignee's successors, assigns, nominees, or legal representatives, for the full term or terms of the patents

entirely as the same would have been owned by the Assignor, had this Assignment, sale, and transfer not been made.

The Assignor hereby covenants that at the request of the Assignee, the Assignor will:

- promptly execute any further proper documents that may be required or expedient to give effect to this Assignment in any country or region; and
- exercise the Assignor's rights in relation to the inventor(s) of the Inventions or the author(s) of the Works to secure their cooperation in executing any proper documents that the Assignee may reasonably request for the purpose of securing or enforcing intellectual property protection for the Inventions or the Works in any countries or regions and/or giving effect to this Assignment.

The Assignor hereby covenants that the Assignor has full right to convey the entire interest herein assigned; and has not executed and will not execute any agreement to transfer any rights in the Inventions, the Works, the Applications and/or the IP Registrations to anyone other than the Assignee or that is otherwise in conflict herewith.

The Assignor hereby authorizes and requests any official of any country or countries whose duty it is to issue registered forms of intellectual property protection to issue to the Assignee, the Assignee's successors, assigns, nominees, or legal representatives all IP Registrations based on the Applications in accordance with the terms of this Assignment.

The terms of the Assignment shall enure to the benefit of and be binding upon the parties, their heirs, estates, executors, administrators, legal representatives, successors and assigns.

This Assignment may be executed in counterparts, each of which will be deemed to be an original and all of which will together constitute one instrument. Signatures affixed by electronic means or transmitted by electronic means such as facsimile or email will be deemed to be original signatures and fully binding.

EXECUTED at \_\_\_\_\_ (place of execution) on \_\_\_\_\_ (date).

VERINT SYSTEMS CANADA, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## STATEMENT OF ACCEPTANCE

The foregoing Assignment is hereby accepted by the Assignee.

VERINT AMERICAS INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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### The Intellectual Property

#### Patents

	Country	Patent No.	Application No.	Title
1.	USA	9,270,817	12/276,621	Method for Determining the On-Hold Status in a Call
2.	USA	9,288,316	12/396,603	System and Method for Eliminating Hold-Time in Phone Calls
3.	USA	8,515,028	12/400,932	System and Method for Externally Mapping an Interactive Voice Response Menu
4.	USA	8,605,868	13/943,841	System and Method for Externally Mapping an Interactive Voice Response Menu
5.	USA	8,774,373	13/943,362	System and Method for Externally Mapping an Interactive Voice Response Menu
6.	USA	8,908,847	12/400,968	System and Method for Deep Dialling Phone Systems
7.	USA	9,014,351	14/531,356	System and Method for Deep Dialling Phone Systems
8.	USA	9,386,151	14/299,014	System and Method for Replacing Hold-Time With a Call-Back in a Contact Center Environment
9.	USA	10,284,726	15/202,426	System and Method for Replacing Hold-Time With a Call-Back in a Contact Center Environment

	Country	Patent No.	Application No.	Title
10.	USA	10,484,543	15/924,149	System and Method for Replacing Hold-Time With a Call-Back in a Contact Center Environment
11.	USA	11,470,197	16/405,263	System and Method for Replacing Hold-Time With a Call-Back in a Contact Center Environment
12.	USA	10,819,853	16/686,201	System and Method for Replacing Hold-Time With a Call-Back in a Contact Center Environment
13.	USA	10,419,610	15/786,212	System and Method for Omnichannel User Engagement and Response
14.	USA	10,904,384	16/571,183	System and Method for Omnichannel User Engagement and Response
15.	USA	11,283,926	17/125,179	System and Method for Omnichannel User Engagement and Response
16.	USA	11,889,023	17/699,047	System and Method for Omnichannel User Engagement and Response
17.	USA	11,889,025	17/959,268	System and Method for Omnichannel User Engagement and Response
18.	USA	9,031,214	11/969,155	System and Method of Use for Indexing Automated Phone Systems
19.	USA	9,215,320	14/691,087	System and Method of Use for Indexing Automated Phone Systems
20.	USA	9,509,844	14/936,342	System and Method of Use for Indexing Automated Phone Systems
21.	USA	9,686,408	15/333,891	System and Method of Use for Indexing Automated Phone Systems
22.	USA	10,171,660	15/598,876	System and Method of Use for Indexing Automated Phone Systems
23.	CAN	2,706,046	2,706,046	Method for Determining the On-Hold Status In a Call
24.	CAN	2,716,736	2,716,736	System and Method for Eliminating Hold-Time in Phone Calls
25.	CAN	2,716,732	2,716,732	System and Method for Externally Mapping an Interactive Voice Response Menu.
26.	CAN	2,857,140	2,857,140	System and Method for Externally Mapping an Interactive Voice Response Menu
27.	CAN	2,714,435	2,714,435	System and Method for Deep Dialling Phone Systems
28.	CAN	2,989,181	2,989,181	System and Method for Omnichannel User Engagement and Response

Trademarks

	Country	Status	Trademark	Goods and Services
1	CAN	Appn. no. 1,575,376 Reg. no. TMA862455 Registered on 2013-10- 10	FONOLO	<p>(1) Software for providing cloud-based visual dialling and virtual queuing solutions for and between businesses, companies, call centers, contact centers and individuals; software for providing communications services for automating telephone calls between businesses and other parties via the public switched telephone network, voip, internet and mobile applications.</p> <p>(2) Software for call centers and contact centers, namely, for eliminating hold time, reducing hold time, click to call, callback solutions, virtual queuing, reducing call center cost, improving customer experience, queuing calls, and, reducing infrastructure changes.</p> <p>(1) Communication services, namely, providing cloud-based visual dialling and virtual queuing solutions for and between businesses, companies, call centers, contact centers, and individuals; providing communications services for automating telephone calls between businesses and other parties via the public switched telephone network, voip, internet and mobile applications.</p> <p>(2) Data analytics for call centers and contact centers.</p>
2	USA	Appn. no. 85,763,248 Reg. no. 4,599,567 Registered on 2015-09- 09	FONOLO	<p>Installable software for providing cloud-based visual dialling and virtual queuing solutions for and between businesses, companies, call centers, contact centers and individuals; installable software for providing communications services for automating telephone calls between businesses and other parties via the public switched telephone network, voip, internet and mobile applications; installable software for call centers and contact centers, namely, for eliminating hold time, reducing hold time, click to call, callback solutions, virtual queuing, reducing call center cost, improving customer experience, queuing software, and, reducing infrastructure changes</p> <p>Marketing data analytics services</p> <p>Callback service for automating telephone calls between businesses and other parties via the public switched telephone network, voip, internet and mobile applications; Dialling service for automating telephone calls between businesses and other parties via the public switched telephone network, voip, internet and mobile applications; Electronic messaging system, namely, electronic queuing services</p> <p>Cloud computing featuring software for providing communication services, namely, providing cloud-based visual dialling software and virtual queuing software for and between businesses, companies, call centers, contact centers, and individuals; Computer services, namely, managing on-line waitlists and automating the on-line waitlist process for others</p>

Software



Inventions Not Covered by Patents

Know-How

Other Intellectual Property