

06-28-1999

SHEET

U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

Patent and Trademark Office

To the Honorable Commission.

101077565

and attached original documents or copy thereof.

1. Name of conveying part(ies):

Ted N. Mawhinney
Joseph T. ReeserAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Paradyne Corporation

Street Address: 8545 126 Avenue, N.
Largo, Florida 33773Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: Mawhinney - June 16, 1999

Reeser - June 17, 1999

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: June 16 and 17, 1999

A. Patent application No.

B. Patent No.(s)

09/335949

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Scott A. Horstemeyer
Thomas, Kayden, Horstemeyer & Risley, L.L.P.
100 Galleria Parkway, Suite 1500
Atlanta, Georgia 30339

6. Total number of applications/patents involved: [1]

7. Total fee (37 CFR 3.41) \$ 40.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit Account Number:

16-0255

(Attach duplicate copy of this page if paying by Deposit Account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Dan R. Gresham, Reg. No. 41,805

Typed Name

Dan R. Gresham

Signature

6/18/99

Date

Docket #: 061607-1130

Total number of pages including cover sheet, attachments, and document: [5]

Mail documents to be recorded with required cover sheet information to:

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Washington, D.C. 20231

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PATENT
REEL: 010048 FRAME: 0016

ASSIGNMENT

WHEREAS, the following parties:

<u>Name</u>	<u>Address</u>
Ted N. Mawhinney	2645 2 nd Avenue North, Clearwater, Florida
Joseph T. Reeser	603R Cyprus Avenue, Clearwater, Florida

hereinafter referred to as ASSIGNOR, has/have invented certain new and useful improvements ("invention(s)") as described and set forth in the below-identified utility application for United States Letters Patent entitled:

**SYSTEM AND METHOD FOR MEASURING THE EFFICIENCY OF DATA DELIVERY
IN A COMMUNICATION NETWORK,**

which was:

- ☒ executed on even date herewith,
- ☐ filed with the United States Patent and Trademark Office (USPTO) on ____, and assigned Serial No. ____, and
- ☒ further described in U.S. Provisional application entitled Method to Measure Frame and Data Delivery Ratios for Service Level Verification within a Frame Relay Network, filed with the USPTO on October 18, 1998, and assigned Serial No. 60/104,649.

Note: Only one of the first two checkboxes will be checked. The third checkbox will be checked, only if appropriate.

WHEREAS, Paradyne Corporation, having a business at 8545 126th Avenue North, Largo, Florida 33773, hereinafter referred to as ASSIGNEE, is desirous of acquiring ASSIGNOR'S interest in and to said Invention(s), said Utility application, said Provisional application, and any U.S. and foreign patents which may be granted on the same.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by ASSIGNOR, ASSIGNOR has sold, assigned and transferred and does hereby sell, assign and transfer unto ASSIGNEE, and ASSIGNEE'S successors and assigns, (a) the entire right, title and interest, for the United States of America, in and to said Invention(s), said Utility application, and

said Provisional application and all the rights and privileges in any application and under any and all patents that may be granted in the United States for said Inventions, including all corresponding continuations, continuations in part, divisionals, reissues, and reexaminations; (b) the entire right, title and interest in and to said Invention(s), said utility application, and said provisional application for all countries foreign to the United States, including all rights of priority arising from them, and all the rights and privileges under any and all forms of protection, including patents, that may be granted in said countries foreign to the United States for them; and (c) the right to sue for past or future infringement of any of the foregoing, and to collect and retain all damages and profits and enjoy all other remedies granted for infringements.

ASSIGNOR authorizes ASSIGNEE to make application for such protection in its own name and maintain such protection in any and all countries foreign to the United States, and to invoke and claim for any application for patent or other form of protection for said Inventions, without further authorization from ASSIGNOR, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

ASSIGNOR hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of ASSIGNEE to apply for patent or other form of protection for said Inventions, said utility application, or said provisional application and to claim the aforesaid benefit of the right of priority.

ASSIGNOR requests that any and all patents for said inventions be issued to ASSIGNEE in the United States and to ASSIGNEE in all countries foreign to the United States, or to such nominee as ASSIGNEE may designate.

ASSIGNOR covenants and agrees that, when requested, ASSIGNOR shall, without charge to ASSIGNEE but at ASSIGNEE'S expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable, or convenient in connection with the patent applications, patents, or other forms of protection of said invention(s), and for the defense and protection thereof if challenged in the court of law.

ASSIGNOR authorizes ASSIGNEE or its agents to insert, on ASSIGNOR'S behalf, the filing date and/or serial number above pertaining to the utility application and/or the provisional application, if not known as of the date of execution of this document.

Ted N. Mawhinney
Ted N. Mawhinney

Date: 6/16/99

United States of America

State of Florida

SS:

County of Pinellas

On this 16th day of June, 1999, before me personally came **Ted N. Mawhinney** to me known to be the individual described above and who executed the foregoing instrument, or acknowledged execution of the same.



Margaret A. Sinkhorn
Notary Public

January 24, 2003
My Commission Expires (Date)

Joseph T. Reeser
Joseph T. Reeser

Date: June 17, 1999

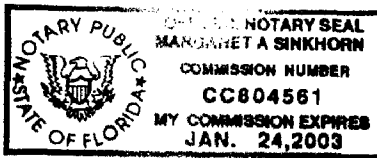
United States of America

State of Florida

ss:

County of Pinellas

On this 17th day of June, 1999, before me personally came **Joseph T. Reeser** to me known to be the individual described above and who executed the foregoing instrument, or acknowledged execution of the same.



Margaret A. Sinkhorn
Notary Public

January 24, 2003
My Commission Expires (Date)

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