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Attorney's Docket: 019743.0266

Sheet 1 of 1

FORM PTO-1595
1-31-92

RECORDATION FORM COVER SHEET
PATENTS ONLY

DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of Conveying Parties (ALL INDIVIDUALS):

Kenneth W. Hammer
617 Chancellar Drive
Lutz, Hillsborough County, Florida 33549
United States of America - Citizenship

RE
1.26.01

Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and Address of Receiving Party:

Name: GTE Telecommunications Services, Inc.

Internal Address:

201 North Franklin Street, P.O. Box 2924

Street Address:

201 North Franklin Street

3. Nature of conveyance:

<input checked="" type="checkbox"/>	Assignment	<input type="checkbox"/>	Merger
<input type="checkbox"/>	Security Agreement	<input type="checkbox"/>	Change of Name
<input type="checkbox"/>	Other		

City: Tampa State: Florida Zip: 33601

Additional name(s) & address(es) attached? Yes No

Execution Date: November 29, 1995

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: n/a

A. Patent Application No.(s)
Serial No. 09/044,766, filed March 19, 1998.

B. Patent No.(s)

Additional Numbers attached? Yes No

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

Name: Barton E. Showalter
Internal Address:
BAKER BOTTS L.L.P.
Street Address: 2001 Ross Avenue
City: Dallas
State: Texas Zip: 75201-2980

6. Total number of applications and patents involved: One

7. Total Fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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.

Barton E. Showalter

Signature

September 28, 2000
Date

Name of Person Signing

Total number of pages including cover sheet

6

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

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PATENT
REEL: 011477 FRAME: 0249

Attorney's Docket: 019743.0266

PATENT
Serial No. 09/044,766

-1-

NUNC PRO TUNC PATENT ASSIGNMENT

WHEREAS, KENNETH W. HAMMER (hereafter "Assignor"), an individual and citizen of the United States of America, having an address of 617 Chancellar Drive, Lutz, Florida 33549, has invented certain new and useful improvements as described and claimed in U.S. Patent Application Serial No. 09/044,766, filed March 19, 1998 and entitled *Data Messaging in a Communications Network Using a Feature Request* (such invention and application collectively referred to as the "Patent Property"); and

WHEREAS, GTE TELECOMMUNICATIONS SERVICES, INC. (hereafter "Assignee"), having an address of 201 North Franklin Street, P.O. Box 2924, Tampa, Florida 33601-2924, pursuant to an employment agreement with Assignor, acquired all right, title and interest in and to the Patent Property effective November 29, 1995.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, and set over *nunc pro tunc* to Assignee, all his right, title and interest in and to the Patent Property, as well as all provisionals, continuations, divisions, and continuations-in-part of said Patent Property, and all reissues and extensions thereof, the same to be held and

PATENT
REEL: 011477 FRAME: 0250

-2-

enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Patent Property may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Assignor does hereby sell, assign, transfer, and set over *nunc pro tunc* to Assignee, all right, title and interest in and to the invention disclosed in said Patent Property throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said Patent Property in its own name throughout the world, including all rights to publish cautionary notices reserving ownership of said inventions and all rights to register said Patent Property in appropriate registries; and all rights to sue and recover for damages by reason of past infringement of such Patent Property; and Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee.

Assignor does hereby sell, assign, transfer, and set over *nunc pro tunc* to Assignee all claims for damages by reason of

-3-

infringement throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor also will communicate to Assignee any facts known to it respecting any improvements; and, at the expense of Assignee, will testify in any legal proceedings, sign all lawful papers, execute all provisional, divisional, continuation, continuation-in-part, reissue and substitute applications, make lawful oaths and declarations, and generally do everything possible to vest title in Assignee and to aid Assignee to obtain and enforce proper protection for said Patent Property in all countries.

This Nunc Pro Tunc Patent Assignment shall be binding on the parties' successors, assigns, and legal representatives.

