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02-07-2001



Pat No.: 50080-00710

U.S. DEPARTMENT OF COMMERCE  
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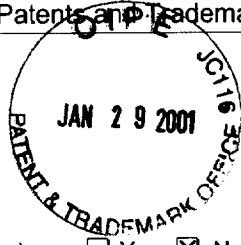
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Texas Instruments Incorporated**

1-29-01



Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: **December 11, 2000**

2. Name and address of receiving party(ies):

Name: **AFN, LLC**

Internal Address: \_\_\_\_\_

Street Address: **1035 Pearl Street**

City: **Boulder** State: **CO** ZIP: **89302**

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

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

**U.S. No. 09/310,285**

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Robert B. Berube**

Internal Address: \_\_\_\_\_

Street Address: **MARSH FISCHMANN & BREYFOGLE**

**3151 South Vaughn Way, Suite 411**

City: **Aurora**

State: **CO** ZIP: **80014**

6. Total number of applications and patents involved: **1**

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

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

**50-1419**

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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.

**Robert B. Berube**

*Robert B. Berube*

Signature

*January 24, 2001*

Date

Name of Person Signing

5

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

# ATTACHMENT A

## PATENTS

| Patent<br>Application No. | Country | Title                         |
|---------------------------|---------|-------------------------------|
| 09/310,285                | U.S.    | "OPTICAL SWITCHING APPARATUS" |
|                           |         |                               |
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# OPTICAL SWITCH PATENT ASSIGNMENT

This is an Assignment by Texas Instruments Incorporated ("ASSIGNOR"), a Delaware Corporation having offices at 34 Forest Street, Attleboro, Massachusetts, 02703 to AFN, LLC, a Wyoming Limited Liability Company with offices at 1035 Pearl Street, Boulder, Colorado 89302 ("ASSIGNEE"), effective upon complete execution of the signature blocks below (the "Effective Date").

WHEREAS, ASSIGNEE, is desirous of acquiring and ASSIGNOR is willing and able to assign any and all of its right, title and interest in and to the United States and international applications identified in Appendix A attached hereto (collectively "APPLICATIONS"), and the inventions claimed therein;

NOW THEREFORE, be it known that for certain good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer to the ASSIGNEE, its successors, legal representatives and assigns, as of said Effective Date, any and all of its right, title and interest in and to the APPLICATIONS, all continuation, divisional, continuation-in-part and reissue applications, all patent applications in foreign countries, all applications pursuant to the Patent Cooperation Treaty and all applications for extension filed or to be filed for the APPLICATIONS, and all Letters Patent, Invention Registrations, Utility Models, Extensions or Reissues and other patent rights obtained for the APPLICATIONS in the United States or any other country to the extent that claim priority to APPLICATIONS (collectively "RELATED APPLICATIONS"); ASSIGNOR warrants that no assignment, license or encumbrance has been made with respect to the APPLICATIONS or any patent therefor to a party other than the ASSIGNEE, and that Assignor is under no obligation to make any assignment, license or encumbrance of the APPLICATIONS or patent therefor to any other party; and the ASSIGNOR further agrees to cooperate with the ASSIGNEE in the sustaining of any and all said APPLICATIONS and all Letters Patent, Invention Registrations, Utility Models, Extensions or Reissues therefor and in confirming the ASSIGNEE'S exclusive ownership thereof.

ASSIGNEE shall have the right to claim priority to United States Provisional Application Serial No. 60/088,239 entitled "OPTICAL SWITCHING MIRROR APPARATUS" in the APPLICATIONS assigned herein and any RELATED APPLICATIONS. ASSIGNOR shall retain the right to claim priority to United States Provisional Application Serial No. 60/088,239 entitled "OPTICAL SWITCHING MIRROR APPARATUS" in patent applications other than the APPLICATIONS assigned herein.

IN WITNESS WHEREOF, this Assignment is executed on behalf of ASSIGNOR.

TEXAS INSTRUMENTS INCORPORATED

Date: 12/11/00

By: Paul Lesser  
Name: Paul Lesser  
Title: Vice President

EXHIBIT 5

ASSIGNEE does hereby confirm that it accepts the aforesaid Assignment of rights in said PATENTS.

AFN, LLC

Date: 12/14/2010

By: 

Name: ARON KATZ

Title: President of Messaging Partners

STATE OF Massachusetts )  
 ) ss.  
COUNTY OF Bristol )

Before me, a Notary Public in and for said County and State, personally appeared Paul Lesser, who acknowledged himself/~~herself~~ to be the Vice President of Texas Instruments Incorporated, and that he/~~she~~ being authorized to do so, executed the foregoing instrument for the purposes and considerations therein expressed, on behalf of Texas Instruments Incorporated.

Given under my hand and seal of office this 11<sup>th</sup> day of December, 2000

[Signature]  
Notary Public

My Commission Expires: My Commission Expires March 15, 2007

STATE OF Colorado )  
 ) ss.  
COUNTY OF Boulder )

Before me, a Notary Public in and for said County and State, personally appeared Alan Roth, who acknowledged himself/~~herself~~ to be the President of Monogram Railcar of AFN, LLC and that he/she being authorized to do so, executed the foregoing instrument for the purposes and considerations therein expressed, on behalf of AFN, LLC.

Given under my hand and seal of office this 14<sup>th</sup> day of December, 2000.

[Signature]  
Notary Public

My Commission Expires: 10/29/2002