

5/31/02

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

REC

06-13-2002

U. S. DEPARTMENT OF COMMERCE

To the Honorable Commissioner of Patents at



documents or copy thereof.

1. Name of conveying parties(ies): Ex

102123216

address of receiving party(ies):

Kevin Hansen 5/28/02  
Walt Weber 5/28/02

Sprint Communications Company, L.P.  
6931 Sprint Parkway  
Overland Park, Kansas 66251-2100

J1040 U.S. PTO  
10/160631  
05/31/02

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

3. Nature of conveyance:

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

Additional name(s) & address(es)

Attached?  Yes  No

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 by the first named inventor is:

A. Patent Application No.(s).

B. Patent No.(s). 10/140631

Additional numbers attached?  Yes  No

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

Steven J. Funk  
Sprint Law Department  
6931 Sprint Parkway  
KSO)HT0101-Z2100  
Overland Park, Kansas 66251-2100

6. Total number of application and patents involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 21-0765

(Attach duplicate copy of this page if paying by deposit account)

06/12/2002 6TOM11 00000371 210765 10160631  
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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 if a true copy of the original document

Rodney B. Carroll, Reg. No. 39,624  
Name of Person Signing

Signature

May 31, 2002  
Date

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D. C. 20231

Docket No. IDF 1789 (4000-07200)

Express Mail Label No. EV 066679671 US

## ASSIGNMENT AND AGREEMENT IN AN APPLICATION FOR LETTERS PATENT OF THE UNITED STATES OF AMERICA

I hereby declare that I am the sole inventor (if only one inventor is named below) or an original, first and joint inventor (if plural inventors are named below) of the invention relating to "Method and Apparatus for Testing Communications between a Network Edge Device and a Customer Premises Device," (Sprint IDF 1789 (4000-07200)), described in an application for Letters Patent of the United States of America filed on \_\_\_\_\_, Serial No. \_\_\_\_/\_\_\_\_, \_\_\_\_\_, or, if not identified here by filing date and serial number, executed by me on even date with my execution of this Assignment.

For valuable consideration received, I hereby sell, assign and transfer to SPRINT COMMUNICATIONS COMPANY L.P., limited partnership duly organized and existing under the laws of the State of Delaware, United States of America, its successors and assigns, my entire right, title and interest, for all countries in and to said inventions and all the rights and privileges under any and all Letters Patent that may be granted therefore, and any divisions, continuations, reissues and extensions thereof.

I agree that, when requested, I will, without charge to said corporation but at its expense, sign all papers, take all rightful oaths, make all rightful declarations and do all acts which may be necessary, desirable or convenient for securing and maintaining patents or other forms of protection for said inventions in any and all countries and for vesting title thereto in said corporation, its successors, assigns or nominees.

I agree that I will communicate to said limited partnership or its representatives any facts known to me respecting said inventions and when requested by said corporation and at its expense will testify in any legal proceedings, and generally do everything possible to aid said corporation, its successors, assigns and legal representatives or nominees, to obtain or enforce proper protection for said inventions in any and all countries.

I authorize and empower said limited partnership, its successors, assigns or nominees, to make application for patent or other form of protection for said inventions in its or their own name, or in my/our name, in any and all countries to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from me.

I hereby consent that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said limited partnership or its successors, assigns or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

I covenant with SPRINT COMMUNICATIONS COMPANY L.P., its successors, assigns, legal representatives, and nominees, that to the best of my knowledge the right, title and interest herein conveyed by me are free and clear of any encumbrance, and that I have the full right to convey the same as herein expressed.

This Agreement and Assignment supersedes all other assignments, agreements and addendums related to the above-identified application.

After this Assignment has been recorded, please return it to :

Attn: Kevin D. Robb  
6931 Sprint Parkway  
KSOPHT0101-Z2100  
Overland Park, KS 66251-2100

Docket No. IDF 1789 (4000-07200)

Express Mail Label No. EV 066679671 US

SOLE OR JOINT		
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2nd Witness:	<u>B.D. Schomaker</u> (Type or Print)	<u>[Signature]</u> (Signature)

SOLE OR JOINT		
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2nd Witness:	<u>B.D. Schomaker</u> (Type or Print)	<u>[Signature]</u> (Signature)