

06-19-2002



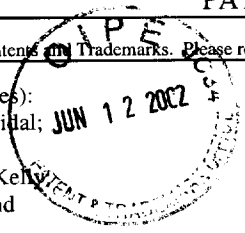
Form PTO-1595  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. 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 party(ies):  
(1) Ronald Joseph Vidal;  
(2) Paul Alexander;  
(3) Robert Michael Kelly;  
(4) David Bruton; and  
(5) Robert Todd



2. Name and address of receiving party(ies):  
Name: Level 3 Communications, Inc.  
Internal Address:  
Street Address: 1025 Eldorado Boulevard

Additional name(s) of conveying party(ies) attached?  yes  no

City: Broomfield State: CO Zip Code: 80021

3. Nature of Conveyance: **6-12-02**  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Country: U.S.A.  
Additional name(s) & address(es) attached?  yes  no

Execution Dates:  
(1) November 19, 2001; (2) February 8, 2001;  
(3) February 7, 2001; (4) February 8, 2001; and  
(5) February 8, 2001

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 \_\_\_\_\_

A. Patent Application No(s).  
09/988,821

B. Patent No(s).

Additional numbers attached?  yes  no

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

Name: **Sterne, Kessler, Goldstein & Fox P.L.L.C.**  
Internal Address: c/o  
Street Address: 1100 New York Ave., N.W.  
Suite 600  
City: Washington State: D.C. Zip Code: 20005-3934

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to Deposit Account

8. Deposit Account Number:  
19-0036  
(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.*

Michael B. Ray  
Name of Person Signing  
Registration No. 33,997

Signature

6/12/02  
Date

Total number of pages including cover sheet, attachments and document 3

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

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## ASSIGNMENT OF A PROVISIONAL APPLICATION FOR PATENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned: (1) Ronald Joseph Vidal, (2) Paul Alexander, (3) Robert Michael Kelly, (4) David Bruton, and (5) Robert Todd the undersigned hereby sell(s) and assign(s) to Level 3 Communications, Inc. (the Assignee) his/her entire right, title and interest, including the right to sue for and collect for all past, present and future damages,

*check applicable box(es)*

: for the United States of America (as defined in 35 U.S.C. § 100),  
: and throughout the world,

(a) in the invention(s) known as Cable Installation for which a provisional application for patent in the United States of America has been filed on November 21, 2000 (also known as United States Application No. 60/252,130), in any and all non-provisional applications thereon, in any and all Letters Patent(s) granted on such non-provisional applications, and (b) in any and all continuing applications, reissues, extensions, renewals and reexaminations of such applications or Letters Patent(s) and divisional and continuation applications thereof, to the full end of the term or terms for which such Letters Patent(s) issue, and (c) in all forms of intellectual and industrial property protection derivable from the above patent application(s), and that are derivable from any and all continuing applications, reissues, extensions, renewals, reexaminations and priority documents of such patent application(s), including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable; such entire right, title and interest to be held and enjoyed by the above-named Assignee to the same extent as they would have been held and enjoyed by the undersigned had this assignment and sale not been made.

The undersigned agree(s) to execute all papers necessary in connection with the provisional application for patent and with any non-provisional continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree(s) to execute all papers necessary in connection with any interference that may be declared concerning any non-provisional continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.

The undersigned hereby represents that the undersigned has full right to convey the entire interest herein assigned, and that the undersigned has not executed, and will not execute, any agreement in conflict therewith.

The undersigned hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffc, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; and Linda E. Alcorn, Esquire, Registration No. 39,588; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned on the date(s) opposite their name(s).

(1) Date: 11/19/01 Signature of Inventor: Ronald Joseph Vidal  
Ronald Joseph Vidal

(2) Date: 8 Feb 01 Signature of Inventor: Paul Alexander  
Paul Alexander

(3) Date: 7 FEB 01 Signature of Inventor: Robert Michael Kelly  
Robert Michael Kelly

(4) Date: 8 FEB 01 Signature of Inventor: David Bruton  
David Bruton

(5) Date: 8 FEB 01 Signature of Inventor: Robert Todd  
Robert Todd