

10-16-2002

Form PTO-1595  
(Rev. 03/01)

REC

U.S. DEPARTMENT OF COMMERCE  
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OMB No. 0651-0027 (exp. 5/31/2002)

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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):

Telseon IP Services, Inc.

10-10-02

2. Name and address of receiving party(ies)

Name: OnFiber Communications, Inc.

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

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other \_\_\_\_\_

Street Address: 8101 E. Prentice Ave., #250

City: Englewood State: CO Zip: 80111

Execution Date: 07/31/2002

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 is: \_\_\_\_\_

A. Patent Application No.(s) \_\_\_\_\_

B. Patent No.(s) 09/634,566

09/796,825

Additional numbers attached? ☒ Yes ☐ No

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

Name: Jason D. Haislmaier

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

Street Address: Holme Roberts &amp; Owen LLP

1401 Pearl St., Suite 400

City: Boulder State: CO Zip: 80302

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41).....\$ 200



Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

082665

DO NOT USE THIS SPACE

9. Signature.

Jason D. Haislmaier

Name of Person Signing

Signature

10/4/02

Date

Total number of pages including cover sheet, attachments, and documents: 5

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

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PATENT  
REEL: 013374 FRAME: 0513

Item 14.B. Patent Numbers (continued)

09/796,922

09/796,842

10/002,435

## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment"), dated as of July 31, 2002, is made by and between **TELSEON IP SERVICES, INC., TELSEON CARRIER SERVICES, INC., TELSEON CARRIER SERVICES OF VIRGINIA, INC., AND TELSEON, INC.** (collectively, "**Assignor**"), and **ONFIBER COMMUNICATIONS, INC.** ("**Assignee**").

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby grants, assigns, sells, transfers and conveys to Assignee all right, title and interest, on a worldwide basis, in and to:

(a) the patent applications of the United States and other countries set forth in *Schedule A* hereto, and any and all patents or patent applications of the United States or other countries issuing thereon, claiming priority thereto, or on which such patents or patent applications claim priority, including, without limitation, any provisionals, reissues, divisionals, continuations, renewals, substitutions, extensions, and continuations-in-part thereof (collectively, "**Patents**");

(b) the conceptions, inventions and improvements related to, or described, claimed or set forth in, the Patents, and any enhancements and improvements thereto (collectively, "**Inventions**");

(c) the knowledge, information, techniques, processes, know-how and trade secrets embodied in, or incidental or relating to, the Patents and Inventions;

(d) all income, royalties, damages and payments now or hereafter due or payable under and with respect to the Patents and Inventions including, without limitation, damages and payments for past, present and future infringements thereof, and the right to sue for past, present and future infringements thereof; and

(e) with respect to the property and rights described in (a)-(d), any and all intellectual property rights and other rights corresponding, incidental or relating thereto.

(the foregoing, collectively, the "**Assigned Property**"). Assignor hereby authorizes and requests the appropriate officers in the United States Patent and Trademark Office and in the patent offices of other countries and jurisdictions, as appropriate, to issue to Assignee any and all patents and patent applications that may be based on the Assigned Property, and to index this Assignment against any and all of such patents and patent applications based on the Assigned Property.

2. Upon each reasonable request by Assignee, without additional consideration, Assignor agrees to promptly execute documents, testify and take other acts at Assignor's expense as Assignee may reasonably deem necessary or desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Assigned Property, and render all reasonable assistance in making application for and obtaining original, divisional, renewal, or reissued utility and design patents, copyrights, mask works, trademarks, trade secrets, and all other technology and intellectual property rights throughout the world related to any of the Assigned Property, in Assignee's name and for its benefit. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor. Assignor hereby waives and quitclaims to Assignee any and all claims, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Assigned Property assigned hereunder.

3. Assignor further agrees to deliver to Assignee upon execution of this Assignment, any and all tangible manifestations of the Assigned Property in any form (hard copy, electronic or otherwise), including, without limitation, all applications, notes, records, files and tangible items of any sort in its possession or under its control (or in the possession or control of its legal counsel) relating to the Assigned Property, including all present and predecessor versions. In addition, Assignor agrees to provide to Assignee from and after the execution of this Assignment and at the expense of Assignee competent and knowledgeable assistance to facilitate the transfer of all information, know-how, techniques, processes and the like related to such tangible manifestation and otherwise comprising the intangible aspects of the Assigned Property. Assignor will further instruct its applicable legal counsel to provide Assignee with a docket report indicating all actions and payments due on the Patents in the six (6) months following the signing of this Assignment.

4. Assignor represents and warrants to Assignee as follows: (a) Assignor is the exclusive owner of the Assigned Property and has the right, power and authority to grant, assign and transfer the Assigned Property as set forth herein; (b) Assignor has good and marketable title to the Assigned Property free and clear of all liens, security interests.

encumbrances, licenses, assignments and other transfers, burdens, claims, defects and other charges or encumbrances; (c) Assignor has executed no assignment or other transfer instrument in conflict herewith; (d) Assignor has not granted to any other person, firm, corporation or other entity any right, license, shop right or privilege under the Assigned Property; (e) Assignor has at no time filed, or caused to be filed, applications for patents, or obtained in its name, or caused to be obtained in the name of others, any patents claiming the Assigned Property or any part thereof, other than the Patents, all of which have been assigned to Assignee; and (f) no suit, action or other proceeding is pending or has been threatened and no cause of action exists that relates to the Patents or that might hinder or impede the manufacture, use or sale of the Inventions.

5. Assignor will indemnify and hold harmless Assignee, from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of any representation, warranty, or covenant of Assignor (a "Claim") set forth in this Assignment, provided that Assignee gives Assignor written notice of any such Claim and Assignor has the right to participate in the defense of any such Claim at its expense.

6. No modification of or amendment to this Assignment, nor any waiver of any rights under this Assignment, will be effective unless in writing and signed by the parties hereto.

7. This Assignment will be governed and construed in accordance with the laws of the State of Colorado, as such laws apply to contracts between Colorado residents performed entirely within Colorado.

8. If any provision of this Assignment is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

9. Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

10. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this PATENT ASSIGNMENT as of the date set forth above.

FOR ASSIGNOR:

TELSEON, INC.

By:

Name:

Title:

FOR ASSIGNEE:

ONFIBER COMMUNICATIONS, INC.

By:

Name:

Title:

STATE OF

Colorado

) ss.

COUNTY OF

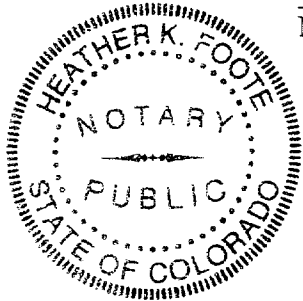
Denver

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of July, by Mr. John Kane and Mr. Danny Bottoms on behalf of the parties to this Assignment.

Heather K. Foote  
Notary Public

My commission expires June 15, 2005

[NOTARIAL SEAL]



**SCHEDULE A****Patents**

<b>Country</b>	<b>Patent Application No.</b>	<b>Filing Date</b>	<b>Title</b>
US	09/634,566	August 9, 2000	E-Commerce System for Facilitating Service Networks Including Broadband Communications Services
US	09/796,825	March 1, 2001	Broadband Tree-Configured Ring for Metropolitan Area Networks
US	09/796,922	March 1, 2001	Point-to-Point Multipoint Virtual Circuits for Metropolitan Area Networks
US	09/796,842	March 1, 2001	Use of Active Topology Protocols, Including the Spanning Tree, for Resilient Redundant Connection of an Edge Device
US	10/002,435	October 25, 2001	Method and Apparatus for Dynamic Load Distribution in Communication Trunks Composed of Aggregated Channels
EPO	1301581.3	February 2, 2002	E-Commerce System for Facilitating Service Networks Including Broadband Communications Services