



09-11-2003

Docket No.: BS99-048-CON

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office



102546686

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Dale W. Malik

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

Name: BellSouth Intellectual Property Management Corp.

Address: 824 Market Street, Suite 510

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

City: Wilmington

State/Prov.: DE

Country: U.S.A.

ZIP: 19801

Execution Date: November 8, 1999

Additional name(s) & address(es)

☐ Yes ☒ No

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

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

Patent Application No.

Filing date

B. Patent No.(s)



28970

PATENT TRADEMARK OFFICE

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Additional numbers

☐ Yes ☐ No

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

Name: Brett C. Martin

Registration No. 52,000

Address: SHAW PITTMAN LLP

1650 Tysons Boulevard

City: McLean

State/Prov.: VA

Country: U.S.A.

ZIP: 22102

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

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8. Deposit account number:

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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.

Brett C. Martin

Name of Person Signing

Signature

September 8, 2003

Date

4

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:

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P.O. Box 1450, Alexandria, VA 22313-1450

PATENT
REEL: 014464 FRAME: 0454

ASSIGNMENT

WHEREAS, Dale W. Malik, residing at 1035 Redfield Lane, Dunwoody, Georgia 30338 (hereinafter "Assignor") has invented certain new and useful improvements in SYSTEM AND METHOD FOR BANDWIDTH ON DEMAND FOR INTERNET SERVICE PROVIDERS for a full description of which reference is here made to an application for Letters Patent of the United States of America executed by Assignor of even date herewith; and

WHEREAS, BellSouth Intellectual Property Corporation, a corporation of the State of Delaware, having its principal office and place of business at 824 Market Street, Suite 510, Wilmington, Delaware 19801 (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for and in consideration of the sum of One dollar (\$1.00), and other valuable and legally sufficient considerations, the receipt of which by Assignor from Assignee is hereby acknowledged, Assignor has agreed to sell, assign, and transfer and by these presents does hereby, sell, assign, and transfer unto Assignee the entire right, title and interest in, to, and under said invention and application above identified and Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignor hereby covenants and agrees, for himself and for his legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, re-examination, re-issue, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim said rights without further written or oral authorization from Assignor.

Assignor hereby consents that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignor covenants and agrees that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Assignor hereby authorizes and requests Assignee to fill in the following blanks specifying the United States Serial No. and filing date for said application above identified:

U.S. Serial No. 09/440,848

Filed 11/16/99

But Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this ASSIGNMENT.

Assignor hereby authorizes and requests the Commissioner of Patents of the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with terms of this ASSIGNMENT.

IN TESTIMONY WHEREOF, the said Assignor has respectively hereunto set his hand on the date indicated below.

SIGNATURE: *Dale W. Malik*

NAME: Dale W. Malik

DATE: 11/18/99

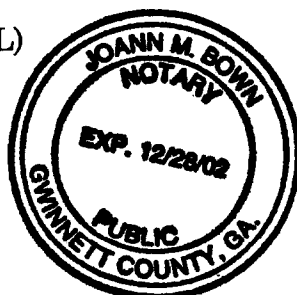
STATE OF GEORGIA

COUNTY OF WINNETT

I, JOANN M. BOWN, a Notary Public in and for the County and State aforesaid, do hereby certify that Dale W. Malik, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the use and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 8TH day of NOVEMBER, 1999.

(SEAL)



Joann M. Bown
Notary Public

JOANN M. BOWN
Notary Public, State of Georgia
Qualified in Gwinnett County
Commission Expires December 28, 2002