

10-25-2006

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OMB No. 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office103326939
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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Michael K. Bugenhagen (10/19/2006), Michael A. Stevens (10/19/2006), and William L. Wiley (10/19/2006)

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

2. Name and address of receiving party(ies)

Name: Embarq Holdings Company, LLC

Internal Address: _____

Street Address: _____

5454 W. 110th Street
KSOPKJ0701City: Overland ParkState: KansasCountry: United States of America Zip: 66251Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s): in parentheses after inventor name☒ Assignment ☐ Merger ☐ Change of Name☐ Security Agreement ☐ Joint Research Agreement☐ Government Interest Assignment☐ Executive Order 9424, Confirmatory License☐ Other _____

4. Application or patent number(s):

A. Patent Application No.(s)

This application

☒ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Gerald T. Welch
PATTON BOGGS LLPInternal Address: Atty. Dkt.: 024777.0220PTUS
Street Address: 2001 Ross Avenue, Suite 3000City: DallasState: TX Zip: 75201Phone Number: (214) 758-6610Fax Number: (214) 758-1550Email Address: gwelch@pattonboggs.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00☒ Authorized to be charged by credit card☐ Authorized to be charged to deposit account☐ Enclosed☐ None required (government interest not affecting title)

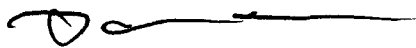
8. Payment Information

a. Credit Card Last 4 Numbers 1004Expiration Date 09/09

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

October 19, 2006

Date

Darren W. Collins - 44,625

Name of Person Signing

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

4

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PATENT
REEL: 018444 FRAME: 0264

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this 19th day of October, 2006, by Michael K. Bugenhagen; Michael A. Stevens; and William L. Wiley (hereinafter referred to as Assignors), residing at 1218 S. Sagebrush Drive, Olathe, Kansas 66061; 8263 West 263rd Street, Louisburg, Kansas 66053; and 6510 W. 144th Street, Overland Park, Kansas 66223, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in SYSTEM AND METHOD FOR ESTABLISHING A COMMUNICATIONS SESSION WITH AN END-USER BASED ON THE STATE OF A NETWORK CONNECTION, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

WHEREAS, Embargo Holdings Company, LLC, organized under and pursuant to the laws of Delaware having its principal place of business at 5454 W. 110th Street, KSOPKJ0701, Overland Park, Kansas 66251 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

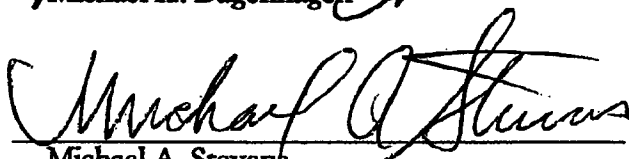
AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which 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:

PATTON BOGGS LLP

All practitioners at Customer Number 44124

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: 10/19/06Signature: 
Michael K. BugenhagenDate: 10/19/06Signature: 
Michael A. StevensDate: 10-10-06Signature: 
William L. Wiley