

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Medhavi Bhatia	01/19/2007
Sridhar Ramachandran	12/18/2006
David E. Sturtevant	12/18/2006
Paritosh Tyagi	12/15/2006

RECEIVING PARTY DATA

Name:	NexTone Communications, Inc.
Street Address:	101 Orchard Drive
Internal Address:	Suite 300
City:	Gaithersburg
State/Country:	MARYLAND
Postal Code:	20878

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	60777242
Application Number:	11537316
Application Number:	11537329
Application Number:	11537345

CORRESPONDENCE DATA

Fax Number: (202)842-7899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (703) 456-8000
 Email: aoconnor@cooley.com
 Correspondent Name: Cooley Godward Kronish LLP
 Address Line 1: 1200 19th Street, N.W.
 Address Line 2: 5th Floor
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

CH \$160.00 60777242

PATENT

ATTORNEY DOCKET NUMBER:

KYPH-004/01 306342-2006

NAME OF SUBMITTER:

Daniel M. Bennett

Total Attachments: 6

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**ASSIGNMENT
(Joint)**

Medhavi Bhatia, residing at 18912 Falling Star Road, Germantown, Maryland 20874; Sridhar Ramachandran, residing at 10204 Cavanaugh Farm Way, Rockville, Maryland 20850; David E. Sturtevant, residing at 1251 Wedgewood Manor Way, Reston, Virginia 20194; and Paritosh Tyagi, residing at 19005 Gallop Drive, Germantown, Maryland 20874 (each referred to as "Assignor") have made inventions (the "Inventions") set forth in applications for patents of the United States:

- (1) Provisional application entitled **User –Selectable Prioritization of Calls Within a Session Over Internet Protocol (SOIP) Network**, bearing Application No. 60/777,242, and filed on February 28, 2006;
- (2) Non-provisional application entitled **Prioritization Within a Session Over Internet Protocol (SOIP) Network**, bearing Application No. 11/537,316, and filed on September 29, 2006;
- (3) Non-provisional application entitled **Multistage Prioritization of Packets Within a Session Over Internet Protocol (SOIP) Network**, bearing Application No. 11/537,329, and filed on September 29, 2006; and
- (4) Non-provisional application entitled **Quality of Service Prioritization of Internet Protocol Packets Using Session-Aware Components**, bearing Application No. 11/537,345, and filed on September 29, 2006.

WHEREAS, NexTone Communications, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 101 Orchard Ridge Drive, Suite 300, Gaithersburg, MD 20878 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Inventions; the applications for patent identified in paragraphs (1), (2), (3) and (4); the right to file applications for patent of the United States or other countries on the Inventions; any application(s) for patent of the United States or other countries claiming priority to any of these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Inventions;
- (b) the applications for patent identified in paragraphs (1), (2), (3) and (4);
- (c) the right to file applications for patent of the United States or other countries on the Inventions, including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Inventions;
- (e) any application(s) for patent of the United States or other countries claiming priority to the applications for patent identified in paragraphs (1), (2), (3) and (4) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Inventions, that the Inventions are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Inventions, said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD KRONISH L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraphs (1), (2), (3) and (4) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.


Date: 1/19/2007 By: *Medhavi Bhatia*
Medhavi BHATIA

State of Maryland)
 County of Montgomery)
 ss.
 On January 19, 2007, before me, Stacy Taladay, Notary Public, personally appeared Medhavi Bhatia, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

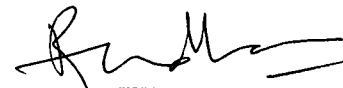
WITNESS my hand and official seal.

Stacy Taladay
 Signature of Notary Public

My Commission Expires: 11/10/09 Place Notary Seal Above



Date: DECEMBER 18, 2006

By: 
Sridhar RAMACHANDRAN

State of Maryland)

County of Montgomery)
ss.

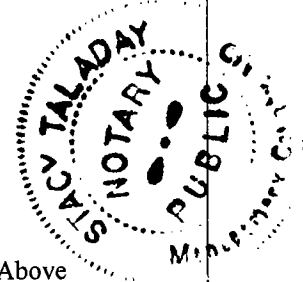
On December 18, 2006, before me, Stacy Taladay, Notary Public, personally appeared Sridhar Ramachandran, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary Public



My Commission Expires: 11/10/2009

Place Notary Seal Above



Date: 12/18/2006

By: 
David E. STURTEVANT

State of <u>Maryland</u>) County of <u>Montgomery</u>) On <u>December 19, 2006</u> , before me, <u>Stacy Tuladay</u> , Notary Public, personally appeared <u>David Sturtevant</u> , personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. <u></u> Signature of Notary Public My Commission Expires: <u>11/10/2009</u>	
	Place Notary Seal Above

