

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mr. Stephen K. Edwards	06/23/2007
Mr. Michael K. Bugenhagen	06/22/2007
RECEIVING PARTY DATA	
Name:	Embarq Holdings Company LLC, a Delaware limited liability company
Street Address:	5454 W. 110th Street
Internal Address:	KSOPKJ0701
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66211
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11809534
CORRESPONDENCE DATA	
Fax Number:	(214)758-1550
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-758-1500
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Correspondent Name:	Gary B. Solomon
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Address Line 2:	Patton Boggs LLP
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	024777.0321PTUS
NAME OF SUBMITTER:	Gary B. Solomon
<p>Total Attachments: 4</p> <p>source=024777.0321ptus#page1.tif</p>	

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**PATENT**  
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## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by  
Stephen K. Edwards and Michael K. Bugenhagen (hereinafter referred to as Assignors), residing at  
68 Alpine Drive, Mansfield, Ohio 44906; and 12186 S. Sagebrush Drive, Olathe, Kansas 66061,  
respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in  
SYSTEM AND METHOD FOR DISPLAYING A GRAPH REPRESENTATIVE OF  
NETWORK PERFORMANCE OVER A TIME PERIOD, set forth in a Patent application for  
Letters Patent of the United States, already filed on May 31, 2007 as U.S. Application No.  
11/809,534; and

**WHEREAS**, Embarq Holdings Company, LLC, organized under and pursuant to the  
laws of Delaware, having its principal place of business at 5454 W. 110th Street, Overland Park,  
Kansas 66211 (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: \_\_\_\_\_

Signature: \_\_\_\_\_  
Stephen K. Edwards

Date: 6-22-2007

Signature:   
Michael K. Bugenhagen

Date: 23 June 2007

Signature:

  
Stephen K. Edwards

Date: \_\_\_\_\_

Signature:

\_\_\_\_\_  
Michael K. Bugenhagen