

PATENTS ONLY

To the Honorable Commissioner of  
 Patents and Trademarks:  
 Please record the attached original  
 document or copy thereof.

02-20-2008



103483339

80-61-7  
 2-19-08

<p>1. Name of party or parties conveying an interest:</p> <p>Jonathan Roll                  Barbara Smith                  Joel Freeman</p>	<p>2. Name and address of party or parties receiving an interest:</p> <p>Name: AT&amp;T Knowledge Ventures, L.P.                  a Nevada Partnership                  645 E. Plumb Lane                  Reno, Nevada 89502</p>
<p>3. Description of the interest conveyed:</p> <p><input checked="" type="checkbox"/> Assignment  <input type="checkbox"/> Merger  <input type="checkbox"/> Change of Name  <input type="checkbox"/> Security Agreement</p> <p>Execution Dates: January 14, 2008, January 14, 2008, January 15, 2008</p>	<p>Other: Re-recording to correct typographical error in the name of the party receiving an interest as listed on the cover sheet of the previous assignment transmittal.</p>
<p>4. Application number(s) or patent number(s) Additional sheet attached?                  YES ___ NO <u>X</u></p> <p>A. Patent Application no.: 11/962,420                  filed December 21, 2007</p>	<p>If the document is being filed together with a new application, the execution date of the application is:</p> <p>B. Patent no.(s):</p>
<p>5. Name and address of party to whom correspondence concerning this cover sheet should be mailed:</p> <p>Name: James A. Flight                  Reg. No. 37,622                  HANLEY, FLIGHT &amp; ZIMMERMAN, LLC                  150 S. Wacker Drive, Suite 2100                  Chicago, Illinois 60606</p>	<p>6. Number of applications and/or patents identified on this cover sheet: 1</p> <p>7. Amount of fee enclosed or authorized to be charged: \$40.00</p> <p>8. Any additional required fee may be charged, or any overpayment credited to our deposit account: 50-2455</p>

OPR/FINANCE  
 FEB 19 11:19

9. To the best of my knowledge and belief, the information contained on this cover sheet is true and correct and any copy submitted is a true copy of the original document. I hereby certify that this paper is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on this date:

Date: February 15, 2008

/Mark G. Hanley/  
 Mark G. Hanley  
 Registration No.: 44,736

02/19/2008 NJAMA1 00000064 11962420  
 01 FC:0021

40.00 RP

Total number of pages including cover sheet, attachments, and document: 9

## **ASSIGNMENT**

WHEREAS, Jonathan Roll, a citizen of the United States of America, residing at 3201 Raging River Drive, Austin, TX 78728; Barbara Smith, a citizen of the United States of America, residing at 3 Remington Circle, San Antonio, TX 78258; Joel Freeman, a citizen of the United States of America, residing at 234 Dodder Ln., Spring Branch, TX 78070; hereinafter called the "Assignors", have made the invention described in the United States patent application entitled "METHODS AND APPARATUS FOR PERFORMING NON-INTRUSIVE NETWORK LAYER PERFORMANCE MEASUREMENT IN COMMUNICATION NETWORKS", Attorney Docket No. 20103/2007-0449(AT&T 2007-0449), for a full description of which reference is here made to an application for Letters Patent of the United States filed on December 21, 2007 and assigned Application Serial No. 11/962,420; and

WHEREAS, AT&T KNOWLEDGE VENTURES, L.P., a partnership organized and existing under the laws of the State of Nevada, having a place of business at 645 E. Plumb Lane, Reno, Nevada 89502, hereinafter called the "Assignee", desires to acquire the entire right, title and interest for the United States of America and elsewhere throughout the world in and to said invention and the patent application identified above, including any and all divisions and continuations thereof and any and all Letters Patent which may be granted thereon, including any and all renewals, reissues and prolongations thereof.

NOW, THEREFORE in consideration of the sum of One Dollar (\$1.00) and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term and terms for all such patents.

AND said Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee to carry out the terms of this Assignment. Assignors

authorize attorney or agent to fill in the U.S. Application Serial No. above, if required.

AND said Assignors authorize and request the Commissioner of Patents to issue Letters Patent on said application, and on any all divisions and continuations thereof, to said Assignee, its assigns and legal representatives, in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, this Assignment is executed by said Assignors, on the date(s) listed below.

Name of First Inventor: Jonathan Roll

Signature of Inventor: \_\_\_\_\_

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

Witnesses for Inventor

First Witness: \_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Full Name (printed)

Second Witness: \_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Full Name (printed)

Name of Second Inventor: Barbara Smith

Signature of Inventor: Barbara Smith

Date: 1/14/08

Witnesses for Inventor

First Witness: Patricia Matteson 01/14/08  
Signature / Date

Patricia R. Matteson  
Full Name (printed)

Second Witness: Janice S. Izquierdo 1/14/08  
Signature / Date

Janice S. Izquierdo 1/14/08  
Full Name (printed)

Name of Third Inventor: Joel Freeman

Signature of Inventor: \_\_\_\_\_

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

Witnesses for Inventor

First Witness: \_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Full Name (printed)

Second Witness: \_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Full Name (printed)

## **ASSIGNMENT**

WHEREAS, Jonathan Roll, a citizen of the United States of America, residing at 3201 Raging River Drive, Austin, TX 78728; Barbara Smith, a citizen of the United States of America, residing at 3 Remington Circle, San Antonio, TX 78258; Joel Freeman, a citizen of the United States of America, residing at 234 Dodder Ln., Spring Branch, TX 78070; hereinafter called the "Assignors", have made the invention described in the United States patent application entitled "METHODS AND APPARATUS FOR PERFORMING NON-INTRUSIVE NETWORK LAYER PERFORMANCE MEASUREMENT IN COMMUNICATION NETWORKS", Attorney Docket No. 20103/2007-0449(AT&T 2007-0449), for a full description of which reference is here made to an application for Letters Patent of the United States filed on December 21, 2007 and assigned Application Serial No. 11/962,420; and

WHEREAS, AT&T KNOWLEDGE VENTURES, L.P., a partnership organized and existing under the laws of the State of Nevada, having a place of business at 645 E. Plumb Lane, Reno, Nevada 89502, hereinafter called the "Assignee", desires to acquire the entire right, title and interest for the United States of America and elsewhere throughout the world in and to said invention and the patent application identified above, including any and all divisions and continuations thereof and any and all Letters Patent which may be granted thereon, including any and all renewals, reissues and prolongations thereof.

NOW, THEREFORE in consideration of the sum of One Dollar (\$1.00) and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term and terms for all such patents.

AND said Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee to carry out the terms of this Assignment. Assignors

authorize attorney or agent to fill in the U.S. Application Serial No. above, if required.

AND said Assignors authorize and request the Commissioner of Patents to issue Letters Patent on said application, and on any all divisions and continuations thereof, to said Assignee, its assigns and legal representatives, in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, this Assignment is executed by said Assignors, on the date(s) listed below.

Name of First Inventor: Jonathan Roll

Signature of Inventor: \_\_\_\_\_

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

Witnesses for Inventor

First Witness: \_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Full Name (printed)

Second Witness: \_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Full Name (printed)

Name of Second Inventor: Barbara Smith

Signature of Inventor: \_\_\_\_\_

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

Witnesses for Inventor

First Witness: \_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Full Name (printed)

Second Witness: \_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Full Name (printed)

Name of Third Inventor:

Joel Freeman

Signature of Inventor:



Date:

01/15/08

Witnesses for Inventor


First Witness:

 15 Jan 2008  
Signature / Date

CRAIG A. RILEY

Full Name (printed)

Second Witness:

 15 Jan 2008  
Signature / Date

FREDERICK D. GILLIAM

Full Name (printed)

## ASSIGNMENT

WHEREAS, Jonathan Roll, a citizen of the United States of America, residing at 3201 Raging River Drive, Austin, TX 78728; Barbara Smith, a citizen of the United States of America, residing at 3 Remington Circle, San Antonio, TX 78258; Joel Freeman, a citizen of the United States of America, residing at 234 Dodder Ln., Spring Branch, TX 78070; hereinafter called the "Assignors", have made the invention described in the United States patent application entitled "METHODS AND APPARATUS FOR PERFORMING NON-INTRUSIVE NETWORK LAYER PERFORMANCE MEASUREMENT IN COMMUNICATION NETWORKS", Attorney Docket No. 20103/2007-0449(AT&T 2007-0449), for a full description of which reference is here made to an application for Letters Patent of the United States filed on December 21, 2007 and assigned Application Serial No. 11/962,420; and

WHEREAS, AT&T KNOWLEDGE VENTURES, L.P., a partnership organized and existing under the laws of the State of Nevada, having a place of business at 645 E. Plumb Lane, Reno, Nevada 89502, hereinafter called the "Assignee", desires to acquire the entire right, title and interest for the United States of America and elsewhere throughout the world in and to said invention and the patent application identified above, including any and all divisions and continuations thereof and any and all Letters Patent which may be granted thereon, including any and all renewals, reissues and prolongations thereof.

NOW, THEREFORE in consideration of the sum of One Dollar (\$1.00) and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term and terms for all such patents.

AND said Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee to carry out the terms of this Assignment. Assignors



authorize attorney or agent to file the application herein as above required.

AND said Assignors authorize and request the Commissioner of Patents to issue Letters Patent on said application, and on any all divisions and continuations thereof, to said Assignee, its assigns and legal representatives, in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, this Assignment is executed by said Assignors, on the date(s) listed below.

Name of First Inventor: Jonathan Roll

Signature of Inventor: *Jonathan Roll*

Date: 1/14/08

Witnesses for Inventor

First Witness: *Robert J. Hall* 1/15/08  
Signature / Date

ANDREW JEFFERY HALL  
Full Name (printed)

Second Witness: *Qingyun Lin* 1/14/2008  
Signature / Date

Qingyun Lin  
Full Name (printed)

Name of Second Inventor: Barbara Smith

Signature of Inventor: \_\_\_\_\_

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

Witnesses for Inventor

First Witness: \_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Full Name (printed)

Second Witness: \_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Full Name (printed)