

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Robert Israel	12/12/2007
RECEIVING PARTY DATA	
Name:	Level 3 Communications, LLC
Street Address:	1025 Eldorado Boulevard
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11693598
CORRESPONDENCE DATA	
Fax Number:	(720)377-0779
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	720-377-0770
Email:	smcpeak@hkh-law.com
Correspondent Name:	Damon A. Rieth
Address Line 1:	1660 Lincoln Street, Suite 3000
Address Line 2:	Hensley Kim & Holzer, LLC
Address Line 4:	Denver, COLORADO 80264
ATTORNEY DOCKET NUMBER:	519-036-CP1
NAME OF SUBMITTER:	Damon A. Rieth
Total Attachments: 2 source=Assignment_Israel_from_parent_519_036_CP1#page1.tif source=Assignment_Israel_from_parent_519_036_CP1#page2.tif	

OP \$40.00 11693598

500553252

PATENT  
REEL: 021020 FRAME: 0971

**PATENT ASSIGNMENT**

This Assignment is made and entered into by and between Robert Israel residing at 8053 Meadowlake Rd., Longmont, CO 80503, ("Assignor"), and Level 3 Communications, LLC, a limited liability company organized and existing under the laws of the state of Delaware, also having its principal place of business at 1025 Eldorado Blvd, Broomfield, CO 80021 ("Assignee").

WHEREAS, Assignor is an inventor of United States patent entitled "**SYSTEM AND METHOD FOR PROVIDING ALTERNATE ROUTING IN A NETWORK**," identified as U.S. Patent No. 7,215,643 B2 and foreign counterparts thereof, any inventions described therein, all continuing applications, reissues, divisions, continuations, continuations in part, extensions, renewals and reexaminations thereof and any other form of industrial property protection relating to the foregoing in the United States and throughout the world (collectively, "the Patents");

WHEREAS, pursuant to a certain employment agreement and/or arrangement between Assignor and Genuity Inc. ("Genuity") and/or one of its affiliates, Assignor agreed to assign all of its right, title and interest to Genuity for any intellectual property created while employed at Genuity, which intellectual property included, without limitation, the Patents (hereinafter, "the First Conveyance");

WHEREAS, Assignee is the successor in interest to all of the rights and interests to and in the Patents pursuant to a certain Asset Purchase Agreement dated as of November 27, 2002 between Genuity, Assignee and Level 3 Communications, Inc., a Delaware corporation ("Level 3 Parent"), and/or one or more subsequent agreement(s) between Assignee and Level 3 Parent ("the Second Conveyance");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

Assignor hereby sells, assigns, conveys, transfers and sets over unto Assignee its successors and assigns (to the extent not already sold, assigned, conveyed or transferred to Assignee in connection with the First Conveyance and the Second Conveyance), all of Assignor's right, title and interest in the Patents and the right to sue for and obtain past, present, and future damages (including, without limitation, lost profits, reasonable royalties and any available statutory remedies) and unjust enrichment and/or restitution, for past, present and future claims, suits and actions, known and unknown, against third parties arising in connection with infringement of any of the Patents prior to the date hereof (collectively, "the Patent Rights"), the Patent Rights to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives, fully and entirely.

Assignor hereby covenants and agrees with Assignee, its successors and assigns, that Assignor will not execute any writing or do any act whatsoever conflicting with this Assignment, and that Assignor or its successors and assigns will, at any time upon request, without further or additional consideration, execute such additional writings and



do such additional acts as Assignee, its successors and assigns, may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States, or of any and all foreign countries on the Patents, and will give testimony in any proceedings or transactions involving the Patents.

Date:

December 12, 2007Robert Israel