### PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Nancy Middleton-Hand	07/08/2008
David M. Byrne	07/15/2008
Robert B. Shields	07/15/2008
Michael W. Stutzman	07/15/2008
Kenneth B. Tedder	07/07/2008

# **RECEIVING PARTY DATA**

Name:	Embarq Holdings Company, LLC
Street Address:	5454 W. 110th Street
City:	Overland Park`
State/Country:	KANSAS
Postal Code:	66211

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12175638

## **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 11000060-0256

NAME OF SUBMITTER: Darren W. Collins

PATENT

500596528 REEL: 021257 FRAME: 0533

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> PATENT REEL: 021257 FRAME: 0534

#### ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Nancy Middleton-Hand, David Byrne, Robert B. Shields, Michael W. Stutzman, Kenneth Tedder (hereinafter referred to as Assignors), residing at 8111 Gleason Road, Lenexa, KS 66227; 4621 Hilltop, Shawnee, KS 66226; 13845 Goodman Street, Overland Park, KS 66223; 12510 Oakmont, Overland Park, KS 66213; and 6603 W. 158<sup>th</sup> Terrace, Overland Park, KS 66223; respectively;

WHEREAS, Assignors have invented certain new and useful improvements in SYSTEM AND METHOD FOR STRATEGIC NETWORK PLANNING, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

WHEREAS, Embarq Holdings Company, LLC, a Limited Liability Company organized under and pursuant to the laws of Delaware having its principal place of business at 5454 W. 110th Street, Overland Park, KS 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.

1

Docket No.: 11000060-0256

REEL: 021257 FRAME: 0535

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 abovementioned, 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 continuationin-patt 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:

### SONNENSCHEIN NATH & ROSENTHAL LLP

2

All practitioners at Customer Number 26263

Docket No.: 11000060-0256

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

Date: <u>07/8/08</u>	Signature:	Wancy Middleton-Hand
Date:	Signature:	David M-Byrne
Date: Fuly 15, 2008	Signature:	Robert B. Shields
Date: July 15, 2008	Signature:	Muha DW Sm Michael W. Stutzman
Date:	Signature:	Kenneth B. Tedder

3

Docket No.: 11000060-0256

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

Date:		Signature: _	Nancy Middleton-Hand
Date:	July 15, 2008	Signature:	David M. Byrne
Date:		Signature:	Robert B. Shields
Date:		Signature:	Michael W. Stutzman
Date:		Signature:	Kenneth B. Tedder

Docket No.: 11000060-0256

PAGE 8/8 \* RCVD AT 7/15/2008 11:54:29 AM [Central Daylight Time] \* SVR:GMTPRF01/6 \* DNIS:4777 \* CSID:913 534 2130

3

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

Date:	Signature:	
		Nancy Middleton-Hand
Date:	Signature:	David M. Byrne
		David M. Dyllic
Date:	Signature:	Robert B. Shields
Date:	Signature:	
	-	Michael W. Stutzman
		11
Date: 7-7-09	Signature:	Thurste B. Tell
·		Kenneth B. Tedder

3

Docket No.: 11000060-0256

**RECORDED: 07/18/2008**