

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
James D. O'Brien Jr.	01/24/2003

RECEIVING PARTY DATA

Name:	Level 3 Communications, Inc.
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
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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: 5

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PATENT

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REEL: 021257 FRAME: 0988

OP \$40.00 11693598

EMPLOYEE CONFIDENTIALITY
AND INTELLECTUAL PROPERTY AGREEMENT

This Employee Confidentiality and Intellectual Property Agreement ("Agreement") is entered into by JAMES O'BRIEN ("Employee") in consideration of employment, or continued employment with Level 3 Communications, Inc., including its current and future subsidiaries (the "Company").

I desire to become an employee of the Company or to continue employment with the Company and recognize that the Company has a vital interest in maintaining its Confidential Information and protecting its Intellectual Property, which fosters the Company's competitive advantage and enhances the value of the Company to its shareholders and provides job security to me. The Company employs or will employ me on an "at will" basis, terminable by either party at any time with or without cause or notice, and will pay me a salary and provide benefits and other compensation as otherwise agreed by the Company and me.

Employee agrees as follows:

REDACTED

2. **Intellectual Property.** The Company is engaged in a continuous program of research, development and marketing in connection with its business and, as an essential part of employment with the Company, I may participate in and support this activity. I agree to promptly disclose exclusively to the Company all discoveries, concepts, ideas, inventions, improvements, original works of authorship, processes, machines, combinations, computer programs, databases, trademarks, and trade secrets, whether or not protectable under the patent, copyright, and/or trade secret laws, and all related know-how that are made, developed, conceived (even if reduced to practice after termination of my

employment), first reduced to practice or created by me, either alone or jointly with others, during my course of employment, for whatever reason, (collectively referred to herein as "Intellectual Property"). I agree that all Intellectual Property, as defined above, that: (a) is developed using equipment, supplies, facilities, Confidential Information, or personnel of the Company; (b) results from or are suggested by work I may perform for the Company; or (c) relates to the present or prospective business, work, investigations, research, or development of the Company, will be the sole and exclusive property of and are hereby assigned to the Company.

I agree to perform all acts that the Company may reasonably request, at the expense of the Company, to assist the Company in obtaining and enforcing the full benefits, enjoyment, rights, and title, in the United States and throughout the world, in the Company's Intellectual Property. Such acts shall include, without limitation, execution of documents, assistance in the prosecution and/or enforcement of patents, copyrights, trademarks, and trade secrets, or in any other legal proceedings. My obligations under this paragraph shall continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request on such assistance.

In the event that the Company is unable to secure my signature to any lawful document required to apply for or enforce any of the Company's Intellectual Property, due to my mental or physical incapacity or unavailability, I hereby irrevocably appoint the Company and its duly authorized officers and agents as my agents and attorneys-in-fact to apply for or enforce the Company's Intellectual Property with the same legal force and effect as if executed by me.

REDACTED

I represent that except for the specific Intellectual Property disclosed in Exhibit "B" attached hereto, there is no Intellectual Property that I wish to exclude from the operation of this Agreement.

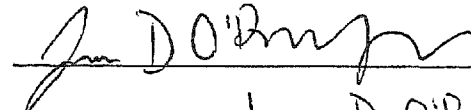
REDACTED

4. **Successors.** This Agreement shall inure to the benefit of the Company and its successors and assigns, and shall be binding upon my heirs, executors, administrators, or other legal representatives or assigns.

REDACTED

I acknowledge that I have carefully read this Agreement, understand its terms, and that I have entered into this Agreement voluntarily and not in reliance upon any promise or representations by the Company other than those contained herein.

EMPLOYEE



Printed Name: James D O'Brien Jr

Date: 1/29/2003

EXHIBIT "A"

Confidential Information, as used herein, shall further include in whatever form, intangible or tangible, and without limitation, the following:

- (A) Technical information, including without limitation, computer software (source code and object code), algorithms, processing systems, techniques, ideas, discoveries, inventions, developments, and know-how, including without limitation, information conceived, originated, discovered or developed by me either alone or jointly with others;

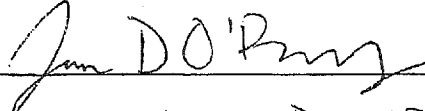
REDACTED

EXHIBIT "B"

EMPLOYEE'S DISCLOSURE

With the exception of the Intellectual Property set forth below, I represent there is no Intellectual Property that I wish to exclude from the operation of this Agreement:

EMPLOYEE



Printed Name: James D. O'Brien Jr.

Date: 11/24/2003