

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mark Sundt	12/12/2008
James Uttaro	12/12/2008
RECEIVING PARTY DATA	
Name:	AT&T Intellectual Property I, L.P.
Street Address:	645 E. Plumb Lane
City:	Reno
State/Country:	NEVADA
Postal Code:	89502
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12334605
CORRESPONDENCE DATA	
Fax Number:	(815)550-8850
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	434-972-9988
Email:	KellyB@MichaelHaynes.com
Correspondent Name:	Michael Haynes PLC
Address Line 1:	1341 Huntersfield Close
Address Line 4:	Keswick, VIRGINIA 22947
ATTORNEY DOCKET NUMBER:	1014-363
NAME OF SUBMITTER:	Kelly Smoker
Total Attachments: 3 source=1014-363_20081215_Assign-JU-MS-S#page1.tif source=1014-363_20081215_Assign-JU-MS-S#page2.tif source=1014-363_20081215_Assign-JU-MS-S#page3.tif	

OP \$40.00 12334605

500730315

PATENT
 REEL: 021977 FRAME: 0677

ASSIGNMENT AND AGREEMENT

Page 1 of 3

2008-0260; (1014-363)

For the sum of One Dollar (US\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned individual(s) Mark Sundt of 30 Hawthorne Road, Red Bank, NJ US 07701, James Uttaro of 25 Retford Ave, Staten Island, NY US 10312 (referred to herein as "the undersigned") hereby sells, assigns, and transfers to AT&T Intellectual Property I, L.P., an entity organized and existing under the state laws of NV having Office at 645 E. Plumb Lane, Reno, , NV 89502, and its successors, assigns, and legal representatives (hereinafter "ASSIGNEE"), the entire and exclusive rights, privileges, title, and interest, worldwide, in and to all of the following:

- an application for Letters Patent, the application titled "Devices, Systems, and/or Methods for Monitoring IP Network Equipment", filed on the same day as the Recordation Request for this Assignment in the United States Patent and Trademark Office;

together with: all amendments thereto; all rights of priority arising therefrom; all applications claiming priority thereto; all divisions, continuations, continuations-in-part, reexaminations, reissues, substitutes, renewals, and extensions thereof, and any legal equivalent thereof; and any and all forms of protection, including Letters Patent and legal equivalents thereof, which may be granted therefor in the United States and its territorial possessions or in any countries foreign to the United States, for the full and entire term or terms for which the same may be granted or extended, as fully and entirely as the same rights, privileges, title, and interest, would have been enjoyed by the undersigned if this assignment had not been made.

Each of the undersigned authorizes ASSIGNEE to make application for patent protection and legal equivalents thereof in its own name and maintain such protection in the United States and in all countries foreign to the United States, and to invoke and claim for any application for patent or legal equivalents thereof for said improvements, without further authorization from any of the undersigned, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

Each of the undersigned authorizes and requests the Commissioner of Patents of the United States and any official of any foreign country whose duty it is to issue patents or legal equivalents thereof, to issue said Letters Patent and legal equivalents thereof to ASSIGNEE or to such nominees as ASSIGNEE may designate.

Each of the undersigned consents that a copy of this Assignment and Agreement shall be deemed a full legal and formal equivalent of any document that may be required in any country in proof of the right of ASSIGNEE to apply for patent and legal equivalents thereof for said improvements and to claim the aforesaid benefit of the right of priority.

Each of the undersigned covenants with ASSIGNEE that no assignment, sale, grant, mortgage, license, or other agreement affecting any of the rights, privileges, title, or interest herein conveyed has been made to others or will be entered into by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Each of the undersigned covenants with ASSIGNEE that, when requested, and without charge to but at the expense of ASSIGNEE, to carry out in good faith the intent and purpose of this


ASSIGNMENT AND AGREEMENT

Page 2 of 3

2008-0260; (1014-363)

assignment, the undersigned will: properly receive, execute, and deliver to ASSIGNEE all rightful affidavits, declarations, oaths, powers of attorney, assignments, and other instruments or papers; properly receive, execute, and deliver to ASSIGNEE all applications, divisions, continuations, continuations-in-part, reexaminations, reissues, substitutes, renewals, extensions, any amendments thereof, and any legal equivalent thereof, and all interference proceedings associated therewith, relating to any and all said improvements, applications, Letters Patent, and legal equivalents thereof; communicate to ASSIGNEE all facts and documents known and accessible to the undersigned relating to said improvements, applications, Letters Patent, and legal equivalents thereof, and will testify as to the same in any interference, mediation, arbitration, litigation, or dispute related thereto; and generally, perform all requested lawful acts that ASSIGNEE considers desirable or necessary, in any country, in applying for, securing, maintaining, licensing, assigning, or enforcing, any proper, valid, and enforceable legal protection for said improvements, applications, Letters Patent, and legal equivalents thereof, or for vesting title in ASSIGNEE to said improvements, applications, Letters Patent, and legal equivalents thereof.

Date: 12/12/2008


Mark Sundt

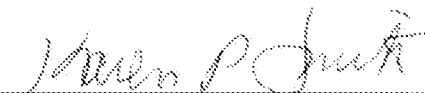
)

State of New Jersey)

County of Monmouth)

City of Middlesex)

On this 12th day of December, 2008, before me personally came _____, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public

KAREN P. SMITH
NOTARY OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 21, 2012

ASSIGNMENT AND AGREEMENT

Page 3 of 3

2008-0260; (1014-363)

Date:

12/12/2008

James Uttaro
James Uttaro

State of Massachusetts) seal:

County of Middlesex)

City of Middlesex)

On this 10th day of December, 2008, before me personally came _____, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Karen P. Smith
Notary Public

KAREN P. SMITH
NOTARY OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 21, 2012

PATENT

RECORDED: 12/15/2008

REEL: 021977 FRAME: 0680