

Form PTO-1595 (Rev. 10/08)
OMB No. 0651-0027 (exp. 11/30/2008)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
NEXTPOINT NETWORKS, INC.

2. Name and address of receiving party(ies)

Name: GENBAND INC.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 05/20/2009 and 05/19/2009

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

Street Address: 3605 East Plano Parkway, Suite 100

City: Plano

State: Texas

Country: USA Zip: 75074

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)
11/364,018
09/461,957☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Gregory A. Hunt

Jenkins, Wilson, Taylor & Hunt, P.A.

Internal Address: _____

Street Address: Suite 1200 University Tower

3100 Tower Boulevard

City: Durham

State: NC Zip: 27707

Phone Number: 919-493-8000

Fax Number: 919-419-0383

Email Address: ghunt@jwth.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 50-0426

Authorized User Name Jenkins, Wilson, Taylor & Hunt, P.A.

9. Signature: 

Signature

June 1, 2009

Date

Gregory A. Hunt
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$80.00 500426 11364018

Atty. Docket No. 1497/1

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, NextPoint Networks, Inc., a Delaware corporation, having offices at 3605 E. Plano Pkwy., Suite 100, Plano, Texas 75074 ("Assignor"), does hereby sell, assign, transfer and convey unto GENBAND Inc., a Delaware corporation, having offices at 3605 E. Plano Pkwy., Suite 100, Plano, Texas 75074 ("Assignee") or its designees, all of Assignor's right, title and interest in and to the patent applications and patents listed below, any patents, registrations, or certificates of invention issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "Patent Rights"):

Patent Number or Application Serial Number	Issue Date or [Filing Date]	Title
U.S. Pat. App. Ser. No. 11/364,018	[February 27, 2006]	Synchronization Scheme
U.S. Pat. App. Ser. No. 09/461,957	July 15, 2003	Method of Managing and Using Multiple Virtual Private Networks in a Router with a Single Routing Table

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights of the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all counties of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any

Atty. Docket No. 1497/1

other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights. The Assignee agrees to pay, or to reimburse Assignor for, all reasonable expenses and costs actually incurred by Assignor in providing such assistance described in this paragraph, but Assignor shall not demand any further consideration therefor.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

NextPoint Networks, Inc.

GENBAND Inc.

By: 

Its: Authorized Officer

Date: May 20, 2009

By: 

Its: Chief Financial Officer

Date: May 19, 2009

Atty. Docket No. 1497/1

STATE OF Texas §
COUNTY OF Collin §

Before me, the undersigned, a Notary Public on this day personally appeared Shauna Martin, to me known and known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said NextPoint Networks, Inc., a Delaware corporation, and that he/she had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, the 20th day of May, 2009.



[SEAL]

Janice L. Brown
Notary Public in and for
the State of Texas

STATE OF Texas §
COUNTY OF Collin §

Before me, the undersigned, a Notary Public on this day personally appeared Jan Gaulding, to me known and known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said GENBAND Inc., a Delaware corporation, and that he/she had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, the 20th day of May, 2009.



[SEAL]

Janice L. Brown
Notary Public in and for
the State of Texas

- 3 of 3-