

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/30/2009

**CONVEYING PARTY DATA**

Name	Execution Date
Matthew Edwin Carothers	12/08/2009

**RECEIVING PARTY DATA**

Name:	Cox Communications, Inc.
Street Address:	1400 Lake Hearn Drive
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30319

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	12627670

**CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	COX7P (219570.0007)
NAME OF SUBMITTER:	R. Stevan Coursey

Total Attachments: 3  
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OP \$40.00 12627670

**501039689**

**PATENT  
 REEL: 023646 FRAME: 0056**



## ASSIGNMENT

WHEREAS, I, **MATTHEW EDWIN CAROTHERS** having a residence at 2700 Claridge Court, Atlanta, Georgia, 30360, United States (hereinafter, "Assignor"), have invented new and useful improvements in a **"WEIGHTED DATA PACKET COMMUNICATION SYSTEM"** for which U.S. Non-Provisional Patent Application Serial No. 12/627,670 was filed on November 30, 2009, and;

WHEREAS, **COX COMMUNICATIONS, INC.**, a corporation organized under the laws of the State of Delaware, United States and having a place of business at 1400 Lake Hearn Drive, Atlanta, Georgia 30319, United States (hereinafter, "Assignee"), is desirous of acquiring Assignor's entire interest in the same;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable consideration, Assignor by these presents does hereby irrevocably sell, assign, and transfer unto Assignee, Assignor's full, exclusive and entire right, title and interest in and to said patent application, in and to all inventions and improvements disclosed and described in said patent application, in and to all U.S. patent application(s) for said inventions or improvements, based on or related to, or claiming the benefit of or priority to said patent application, including, but not limited to, all reissue, reexamination, divisional, continuation-in-part, extension, or continuation patent application(s), in and to all Letters Patent(s) that may be issued on any of the foregoing patent application(s), and in and to the right to sue and collect damages for all past, present, or future infringement; the same for Assignee's legal representatives and assigns, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made.

For the same consideration, Assignor, by these presents does hereby irrevocably sell, assign, and transfer unto Assignee, Assignor's full, exclusive and entire right, title and interest in and to all international and foreign applications based on or claiming the benefit of or priority to any of the foregoing patent application(s), in whole or in part, in countries other than the United States, in and to any Letters Patent(s) and similar protective rights granted on said foreign applications, and in and to the right to claim all applicable priority rights arising from or required for said international and foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations, said international and foreign applications to be filed and issued in the name of Assignee, or its designee insofar as permitted by applicable law; the same for Assignee's legal representatives and assigns, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made.

AND, I hereby bind myself, my heirs, legal representatives, administrators and assigns to properly and promptly execute and deliver to Assignee without further consideration any and all application, petitions, oaths, declarations and assignments or other papers and instruments which may be necessary in order to carry into full force and effect the sale, assignment, transfer and conveyance hereby made or intended to be made and generally do everything reasonably possible to aid Assignee and its successors, assigns, nominees, and legal representatives to obtain and enforce proper protection for said inventions, improvements, and Letters Patent(s) and equivalents thereof in all countries throughout the world.

This Assignment is expressly made NUNC PRO TUNC to have the same legal force and effect as if executed on November 30, 2009 (the filing date of the above-identified U.S. Non-Provisional Patent Application Serial No. 12/627,670).

IN WITNESS WHEREOF, I have executed this assignment this 8<sup>th</sup> day of December, 2009.

Signed: Matthew Edwin Carothers  
Printed Name: MATTHEW EDWIN CAROTHERS

State of Georgia  
County of DeKalb

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, a Notary Public, came MATTHEW EDWIN CAROTHERS, to me known and known to be the individual described herein and who executed the foregoing assignment, and duly acknowledged the same to be his free act and deed.

Justin J. Cavella  
Notary Public  
My Commission Expires: 11-28-10

