

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Michelle Gore	07/27/2009
Anthony Gonzalez	11/10/2000
RECEIVING PARTY DATA	
Name:	Level 3 Communications, LLC
Street Address:	1025 Eldorado Blvd.
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12500533
CORRESPONDENCE DATA	
Fax Number:	(720)888-5619
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	720-888-2140
Email:	jonathan.siekmann@level3.com
Correspondent Name:	Jonathan Siekmann
Address Line 1:	1025 Eldorado Blvd.
Address Line 4:	Broomfield, COLORADO 80021
ATTORNEY DOCKET NUMBER:	0369-US-01
NAME OF SUBMITTER:	Jonathan C. Siekmann
<p>Total Attachments: 6</p> <p>source=0369-US-01 Gore#page1.tif</p> <p>source=0369-US-01 Gore#page2.tif</p> <p>source=2000.11.10 Level 3 Intellectual Property Agreement (Anthony Gonzales)#page1.tif</p>	

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ASSIGNMENT

WHEREAS, I/we, Michelle Gore, residing at 8645 Yank Ct., Arvada, CO 80005 and Jose Antonio Gonzalez, residing at 244 Grove St., Apt. 2, Jersey City, NJ 07302 (hereinafter, individually and collectively the "Assignor"), have invented a certain new and useful invention entitled "**Call Setup Penalty Cost Categorization**" for which an application for Letters Patent of the United States has been prepared and filed on July 9, 2009, receiving Application No. 12/500,533, and further identified as Attorney Docket No. **0369-US-01**;

NOW THEREFORE, for good and valuable consideration, receipt of which is acknowledged, Assignor has agreed to assign and transfer and does hereby assign and transfer unto **Level 3 Communications, LLC** ("Company"), a limited liability company organized and existing under the laws of the State of Delaware, having its principal office at 1025 Eldorado Boulevard, Broomfield, Colorado 80021, its successors and assigns, the entire right, title, and interest in and to said invention and application, and in and to any divisional or continuation (in whole or in part) of said application, and in and to any and all improvements in said invention made by Assignor (provided any such improvement is made during, or within one year after the termination, of the employment by said Company of Assignor), and in and to any and all Letters Patent, reexaminations, reissues, or extensions thereof, of the United States of America and countries, foreign thereto (including the right to apply for Letters Patent, Utility Models, or Inventors' Certificates in foreign countries in its own name and to claim any priority rights for such foreign applications to which such applications are entitled under international conventions, treaties, or otherwise), which have been or may be granted thereon or on any divisional, continuation (in whole or in part), renewal, reexamination, reissue, or other or further application based in whole or in part upon said invention or improvements thereon, to be held and enjoyed as fully and exclusively as they would have been by me had this assignment and transfer not been made;

Assignor further agrees for Assignor and for Assignor's heirs, executors, and administrators, to execute and deliver without further consideration any further applications, assignments, and documents, and to perform such other acts as Assignor lawfully may, that may be deemed necessary by said Company, its successors, assigns, and nominees, fully to secure its right, title, and interest as aforesaid to obtain to maintain Letters Patent, Utility Models, or Inventors' Certificates in any and all countries;

Assignor hereby authorizes Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number and filing date of the Patent Application once known; and

Assignor hereby authorizes and requests the Commissioner of Patents to issue any and all Letters Patent which may be granted upon any of said applications, to said Company, as the assignee of the entire right, title, and interest therein.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

STATE OF COLORADO)
CITY OF) ss.
COUNTY OF)

By:

Michelle Gore
Michelle Gore

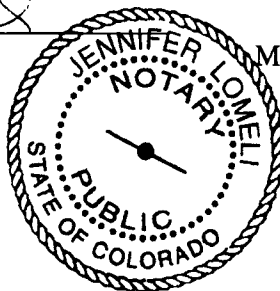
Dated:

7/27/09

Before me, a Notary Public in and for said County and State, personally appeared Michelle Gore, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 27th day of July, 2009.

Jennifer Lowell
Notary Public



My Commission Expires:

11/16/2009

EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT

This Employee Confidentiality and Intellectual Property Agreement ("Agreement") is entered into by Anthony Gonzalez ("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:

- 1. Confidential Information.** During the course of employment with the Company, information relating to the business of the Company or to the business of any subsidiary, affiliate, customer, supplier or vendor of the Company having a confidential, proprietary or trade secret nature (collectively referred to herein as "Confidential Information" and more particularly described on Exhibit "A" attached hereto) may be disclosed to me, or may be created by me during the course of employment with the Company. I acknowledge that employment with the Company creates a relationship of confidence and trust with respect to Confidential Information, as well as all other aspects of the employment relationship.

At all times during my employment and following the date that employment terminates for any reason, I will keep all Confidential Information in strict confidence and trust for the sole benefit of the Company, and I will not directly or indirectly use or disclose any Confidential Information for the benefit of any other person, entity, firm, organization, association or partnership, nor lecture upon or publish articles revealing Confidential Information, without the written consent of the Company, except as may be necessary to perform my duties as an employee of the Company.

Upon termination of my employment with the Company, for whatever reason, I will promptly deliver to the Company, without limitation, all books, manuals, records, models, drawings, reports, notes, contracts, lists, blueprints, and other documents and materials of any nature pertaining to my work with the Company, and I will not take any documents, materials, computer storage media, or similar repositories or copies thereof containing any Confidential Information, whether conceived, prepared, developed, or acquired by me or provided by the Company to me.

- 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, unavailability, or for whatever other reason, 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.

With respect to Intellectual Property that qualifies as original works of authorship under the copyright laws (either U.S. or foreign), I acknowledge that such works shall be considered "works-for-hire" for the exclusive benefit of the Company, which shall own all rights to such work. Such rights shall include all "moral" rights under any (either U.S. or foreign) copyright or other similar law for such works, including but not limited to, rights to identification of authorship, rights to cause or suppress publication, or rights of approval or limitations on subsequent modifications.

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.

3. **Other Agreements.** I represent that performance of my duties as an employee of the Company and compliance with the terms of this Agreement will not breach any similar commitment or confidentiality agreement with any former employer or other party. I represent that I will not bring to the Company, use in the performance of my duties for the Company, or induce the Company to use any documents or materials of a former employer that are so restricted.
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.
5. **Prior work.** I hereby agree that my obligations set forth herein, and the definitions of Confidential Information and Intellectual Property contained herein shall equally be applicable to Confidential Information and Intellectual Property relating to any work performed by me for the Company prior to execution of this Agreement.

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: Anthony Gonzales

Printed Name: Anthony Gonzales

Date: 11/10/00

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;
- (B) Business information, including without limitation, information relating to costs, pricing, profit margins, markets, suppliers, business plans and projections, budgets, financing, account and legal regulatory data, names, addresses and phone numbers of employees, names, addresses and phone numbers of current or prospective business customers and their respective service or product requirements, credit history and trade names, as well as the Company's and its affiliates' prospective sales, marketing and advertising plans, right-of-way plans and agreements, building access plans and agreements, prospective or actual regulatory strategies, prospective or actual building leases or access agreements, licenses or similar agreements, prospective or actual local government franchises, licenses or similar permissions to use public ways or other commercial information, prospective or actual mergers and acquisitions and prospective or actual capitalization of the Company, including without limitation, information conceived, originated, discovered, or developed by me either alone or jointly with others; and
- (C) Technical and/or business information furnished by third parties, including the Company's prospects, customers, suppliers, licensors, franchisors or vendors to the full extent that the contracts or other agreements with these third parties so specify.

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:

Anthony Gonzales

Printed Name:

Anthony Gonzales

Date:

11/10/00