

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Steven K. Shafer	07/13/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	John Mezzalingua Associates, Inc.
<b>Street Address:</b>	6176 East Molloy Road
<b>City:</b>	East Syracuse
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	13057
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12760153
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(315)425-9114
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	315-425-9000
<b>Email:</b>	mparr@cny-iplaw.com
<b>Correspondent Name:</b>	Marjama Muldoon Blasiak & Sullivan LLP
<b>Address Line 1:</b>	250 S. Clinton Street
<b>Address Line 2:</b>	Suite 300
<b>Address Line 4:</b>	Syracuse, NEW YORK 13202
<b>ATTORNEY DOCKET NUMBER:</b>	205-1595
<b>NAME OF SUBMITTER:</b>	James R. Muldoon
<b>Total Attachments: 3</b> source=Executed Assignment#page1.tif source=Executed Assignment#page2.tif source=Executed Assignment#page3.tif	

CH \$40.00 12760153

**501231640**

**PATENT**  
**REEL: 024680 FRAME: 0073**

## ASSIGNMENT BY INVENTOR

**THIS ASSIGNMENT**, made this 13<sup>th</sup> day of July, 2010,  
by Steven K. Shafer (hereinafter referred to as Assignor), residing at 6526 Quarry  
Road, Chittenango, New York 13037;

**WHEREAS**, Assignor has invented certain new and useful improvements in  
UPSTREAM BANDWIDTH CONDITIONING DEVICE, set forth in a Patent application  
for Letters Patent of the United States, already filed on April 14, 2010 as U.S.  
Application No. 12/760,153; and

**WHEREAS**, John Mezzalingua Associates, Inc., a Corporation organized  
under and pursuant to the laws of Delaware having its principal place of business at  
6176 East Molloy Road, East Syracuse, New York 13057-0278 (hereinafter referred  
to as Assignee), is desirous of acquiring the entire right, title and interest in and to said  
inventions and said Application for Letters Patent of the United States, and in and to  
any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good  
and sufficient consideration, the receipt of which is hereby acknowledged, Assignor  
has sold, assigned, transferred and set over, and by these presents does sell, assign,  
transfer and set over, unto Assignee, its successors, legal representatives and  
assigns, the entire right, title and interest in and to the above-mentioned inventions  
and application for Letters Patent, and in and to any and all direct and indirect  
divisions, continuations and continuations-in-part of said application, and any and all  
Letters Patent in the United States and all foreign countries which may be granted  
therefor and thereon, and reissues, reexaminations and extensions of said Letters  
Patent, and all rights under the International Convention for the Protection of Industrial  
Property, the same to be held and enjoyed by Assignee, for its own use and benefit  
and the use and benefit of its successors, legal representatives and assigns, to the full  
end of the term or terms for which Letters Patent may be granted and/or extended, as  
fully and entirely as the same would have been held and enjoyed by Assignor, had this  
sale and assignment not been made.

**AND** for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

MARJAMA MULDOON/PPC

All practitioners at Customer Number 74065

**AND** Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

7/13/10  
Date

Steven K. Shafer  
Steven K. Shafer

**Witness:**

\_\_\_\_\_  
Date

\_\_\_\_\_