

PATENT ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Brenton A. Mello | 07/21/2011 |
| John Ward | 07/21/2011 |
| RECEIVING PARTY DATA | |
| Name: | IntelePeer, Inc. |
| Street Address: | 2855 Campus Drive, Suite 200 |
| City: | San Mateo |
| State/Country: | CALIFORNIA |
| Postal Code: | 94403 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 13192753 |
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| ATTORNEY DOCKET NUMBER: | IPR-10-1169CIP |
| NAME OF SUBMITTER: | Erin E. Pacella |
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PATENT
REEL: 026666 FRAME: 0648

ASSIGNMENT

WHEREAS, we, Brenton August Mello and John Ward, citizens of the United States, residing at 805 South High Street, Denver, CO 80209 and 41 Saxony Road, Johnstown, CO 80534 (hereinafter referred to as "the undersigned"), having made an invention entitled PAYMENT SYSTEM FOR SHARING MARKET VALUE WITH PEERING PARTNERS identified in US Application No. 13/192,753, (DLA Piper is authorized to insert the Serial No. when known),

WHEREAS, IntelPeer, Inc., with offices at 2855 Campus Drive, Suite 200, San Mateo, CA 94403, (hereinafter referred to as "assignee"), is desirous of acquiring the entire right, title and interest in said invention, said US application and all letters patent issuing for said invention,

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and of other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, intending to be legally bound, does hereby sell, assign and transfer to the assignee the entire right, title and interest, for the United States of America, its territories and possessions, and for all foreign countries, in said invention, including said US application, all divisions and continuations thereof, all rights to claim priority based thereon, all rights to file foreign applications on said invention, and all letters patent and reissues thereof, issuing for said invention in the United States of America and in any and all foreign countries.

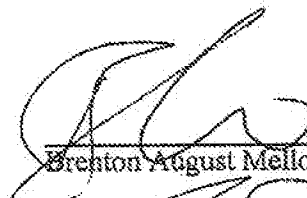
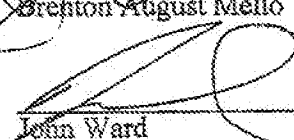
It is agreed that the undersigned shall be legally bound, upon request of the assignee, or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practice of said invention, to testify in any legal proceeding relating thereto, to execute all instruments proper to patent the invention in the United States of America and foreign countries in the name of the assignee, and to execute all instruments proper to carry out the intent of this instrument. If the undersigned includes more than one individual, these obligations shall apply to all of the undersigned both individually and collectively.

The rights and property herein conveyed by the undersigned are free and clear of any encumbrance.

EXECUTED on the date(s) set forth below.

7/21/11
Date

7/21/11
Date


Brenton August Mello

John Ward

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