501978919 07/05/2012

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Jade Kerr	01/30/2009
Clinton Smoyer	01/30/2009
Andrew Cook	01/30/2009
Michael Morrissey	01/30/2009
Mohit Mathur	01/30/2009

RECEIVING PARTY DATA

Name:	Embarq Holdings Company, LLC	
Street Address:	5454 W. 110th Street	
Internal Address:	KSOPKJ0701	
City:	Overland Park	
State/Country:	KANSAS	
Postal Code:	66211	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13542293

CORRESPONDENCE DATA

Fax Number: (214)758-1550 Phone: 202-457-6000

Email: sasmith@pattonboggs.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: PATTON BOGGS LLP
Address Line 1: 2550 M Street, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	024777.0589N1US

REEL: 028494 FRAME: 0654

PATENT

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NAME OF SUBMITTER:	Nam H. Huynh	
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif		

PATENT REEL: 028494 FRAME: 0655 ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Jade Kerr, Clinton Smoyer, Andrew Cook, Michael

Morrissey, and Mohit Mathur (hereinafter referred to as Assignors), residing at 3307 Charlotte, Kansas

City, MO 64109; 731 Chelsea Ct., Raymore, MO 64083; 10105 Sunset Drive, Lexena, KS 66220;

10001 Cody Street, Overland Park, KS 66214; and 11355 South Aminda Street, Olathe, KS 66061;

respectively;

WHEREAS, Assignors have invented certain new and useful improvements in FREE

MARKET BASED PRICING FOR BANDWIDTH AND NETWORK USAGE, set forth in a

Patent application for Letters Patent of the United States, filed herewith; and

WHEREAS, EMBARQ HOLDINGS COMPANY, LLC, a Company organized under

and pursuant to the laws of Delaware having its principal place of business at 5454 W. 110th Street,

KSOPKJ0701, Overland Park, Kansas 66211 (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, Assignors have sold, assigned,

transferred and set over, and by these presents do 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 therefore 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 Assignors, had this sale and assignment

not been made.

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AND for the same consideration, Assignors hereby represent and warrant 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, Assignors are the sole and lawful owners 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 Assignors have good and full right and lawful authority to

sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with

Assignee, its successors, legal representatives and assigns, that Assignors 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 Assignors hereby request 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 Assignors hereby grant 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:

SONNENSCHEIN, NATH & ROSENTHAL

All practitioners at Customer Number 26263

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AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date:	Jade Kerr
Date: 1-30-09	Clinton Smoyer
Date: 1/39/09	Andrew Cook
Date:	Michael Morrissey
Date: 1/3c/09	Mohit Mathur

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