

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Clint SMITH	11/03/2008
RECEIVING PARTY DATA	
Name:	RIVADA NETWORKS, LLC
Street Address:	2231 Crystal Drive, Suite 1101
City:	Arlington
State/Country:	VIRGINIA
Postal Code:	22202-3727
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13545568
CORRESPONDENCE DATA	
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Address Line 4:	RESTON, VIRGINIA 20191
ATTORNEY DOCKET NUMBER:	1348-005C1
NAME OF SUBMITTER:	Robert M. Hansen
Total Attachments: 2 source=1038_005_Clint_Smith_Assignment#page1.tif source=1038_005_Clint_Smith_Assignment#page2.tif	

OP \$40.00 13545568

Attorney Docket No.: 1038-005

ASSIGNMENT AND AGREEMENT

WHEREAS, Clint Smith (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **Method and System for Providing Tiered Priority Access to Communication Network Resources** for which an application for United States Letters Patent was filed on November 18, 2008, as Application No. 12/ 273, 146; and

WHEREAS, Rivada Networks, LLC, having its principal place of business at 2231 Crystal Drive, Suite 1101, Arlington, VA 22202-3727 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in view of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

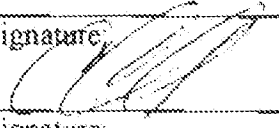
PATENT**REEL: 028523 FRAME: 0265**

Attorney Docket No.: 1038-005

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Hansen Huang Technology Law Group LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Hansen Huang Technology Law Group LLP** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

NAMES AND SIGNATURES OF INVENTOR		
Name: Clint Smith	Signature: 	Date: 11/3/08
Name:	Signature:	Date: