

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Optimum Communications Services, Inc.	06/22/2012

RECEIVING PARTY DATA

Name:	Olio Assets L.L.C.
Street Address:	2711 Centerville Rd
Internal Address:	Suite 400
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	7349414
Patent Number:	7333511
Patent Number:	7558260
Application Number:	10170260
Patent Number:	7254138
Application Number:	11563079
Application Number:	11566178
Application Number:	11609340
Patent Number:	7986713
Application Number:	12363667
Application Number:	12390387

CORRESPONDENCE DATA

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**Total Attachments: 6**

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## ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Optimum Communications Services, Inc., an Alberta corporation, with an office at #514, 9945 – 50<sup>th</sup> Street, Edmonton, Alberta, Canada, T6A 0L4 (“*Assignor*”), does hereby sell, assign, transfer, and convey unto Olio Assets L.L.C., a Delaware limited liability company, with an address at 2711 Centerville Rd, Suite 400, Wilmington, DE 19808 (“*Assignee*”), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the “*Patent Rights*”):

(a) the provisional patent applications, patent applications and patents listed in the table below (the “*Patents*”);

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
7349414	US	08/24/2001	System and method for maximizing the traffic delivery capacity of packet transport networks via real-time traffic pattern based optimization of transport capacity allocation  Mark Henrik Sandstrom
7333511	US	08/29/2002	Dynamically channelizable packet transport network  Mark Henrik Sandstrom
7558260	US	03/07/2003	Byte-timeslot-synchronous, dynamically switched multi-source-node data transport bus system  Mark Henrik Sandstrom
10/170260	US	06/13/2002	Input-controllable dynamic cross-connect  Mark Henrik Sandstrom
7254138	US	07/11/2002	Transparent, look-up-free packet forwarding method for optimizing global network throughput based on real-time route status

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
			Mark Henrik Sandstrom
11/563079	US	11/24/2006	Intelligent network alarm status monitoring Mark Henrik Sandstrom
11/566178	US	12/01/2006	Direct binary file transfer based network management system free of messaging, commands and data format conversions Mark Henrik Sandstrom
11/609340	US	12/12/2006	Automatic configuration of network elements based on service contract definitions Mark Henrik Sandstrom
7986713	US	03/29/2007	Data byte load based network byte-timeslot allocation Mark Henrik Sandstrom
GB2456718	GB	11/06/2007	Data byte load based network byte-timeslot allocation Mark Henrik Sandstrom
GB2456470	GB	11/06/2007	Intelligent network alarm status monitoring Mark Henrik Sandstrom
IN02554/2009	IN	11/06/2007	System for displaying an alarm status for a set of network elements (NES) in a communications network Mark Henrik Sandstrom
IN00904/2009	IN	11/07/2007	Method for managing network elements and system thereof Mark Henrik Sandstrom

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
GB2456471	GB	11/07/2007	Network management system free of messaging, commands and data format conversions  Mark Henrik Sandstrom
GB2456719	GB	11/07/2007	Automatic configuration of network elements based on service contract definitions  Mark Henrik Sandstrom
12/363667	US	01/30/2009	Network data transport multiplexer bus with global and local optimization of capacity allocation  Mark Henrik Sandstrom
12/390387	US	02/20/2009	Packet-layer transparent packet-switching network  Mark Henrik Sandstrom
GB1100500.6	GB	05/11/2009	Packet layer transparent packet switching network  Mark Henrik Sandstrom
GB2473174	GB	05/11/2009	Network data transport multiplexer bus with global and local optimization of capacity allocation  Mark Henrik Sandstrom

(b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Patents;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in the foregoing categories (b) through (e) that (i) are included in any claim in the Patents and/or any item in the foregoing categories (b) through (e), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceeding brought on any of the Patents and/or any item in the foregoing categories (b) through (e), and/or (iii) could have been included as a claim in any of the Patents and/or any item in the foregoing categories (b) through (e);

(g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (1) damages,
- (2) injunctive relief, and
- (3) any other remedies of any kind

for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Edmonton,  
\_\_\_\_\_ on June 22, 2012, Alberta,  
Canada

**ASSIGNOR:**

**Optimum Communications Services, Inc.**

By: Daniel J. St. Arnaud  
Name: Daniel J. St. Arnaud  
Title: Director - Authorized  
(Signature MUST be attested) Signatory

**ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746**

The undersigned witnessed the signature of Daniel J. St. Arnaud to the above Assignment of Patent Rights on behalf of Optimum Communications Services, Inc. and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.

2. Daniel J. St. Arnaud is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on June 22, 2012 to execute the above Assignment of Patent Rights on behalf of Optimum Communications Services, Inc.

3. Daniel J. St. Arnaud subscribed to the above Assignment of Patent Rights on behalf of Optimum Communications Services, Inc.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on June 22, 2012 (date)

Print Name: \_\_\_\_\_

**BAERACH I. T. ANDERSON**  
Barrister & Solicitor  
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