

PATENT ASSIGNMENT

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 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Avaya Inc.	07/13/2012
RECEIVING PARTY DATA	
Name:	CyberFone Systems, LLC
Street Address:	719 W. Front Street, Suite 242
City:	Tyler
State/Country:	TEXAS
Postal Code:	75702
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5427327
CORRESPONDENCE DATA	
Fax Number:	7033704809
Phone:	(703)370-4800
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	HERSHKOVITZ & ASSOCIATES, LLC
Address Line 1:	2845 DUKE STREET
Address Line 4:	ALEXANDRIA, VIRGINIA 22314
ATTORNEY DOCKET NUMBER:	J35100.2
NAME OF SUBMITTER:	Abraham Hershkovitz
Total Attachments: 3 source=USP 5427327 Assignment Exhibit B-Schedule A#page1.tif source=USP 5427327 Assignment Exhibit B-Schedule A#page2.tif source=USP 5427327 Assignment Exhibit B-Schedule A#page3.tif	

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EXECUTED ASSIGNMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "**Agreement**"), is made and entered into this 13th day of July, 2012 (the "**Effective Date**"), by and between Avaya Inc., a corporation organized and existing under the laws of the State of Delaware, having offices at 211 Mt. Airy Road, Basking Ridge, NJ 07920 ("**Assignor**") and CyberFone Systems, LLC, a Delaware limited liability company, of 719 W. Front Street, Suite 242, Tyler, Texas 75702 ("**Assignee**") (each a "**Party**" and collectively the "**Parties**").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the United States and foreign patents and patent applications as listed on Schedule A (United States patent properties) and Schedule B (foreign patent properties) hereto (collectively the "**Patents**");

WHEREAS, Assignor and Assignee have agreed by a Patent Purchase Agreement (the "**Purchase Agreement**") dated June 28, 2012, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patents as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

I. ASSIGNMENT

1. Assignor hereby sells, transfers, assigns and sets over to Assignee all rights, title and interest (for all countries) in and to the Patents, and all the rights and privileges under any letters patent that may be granted under any continuations, divisions, reissues, reexaminations, renewals and extensions therefor and thereon and all continuations, divisions, reissues, reexaminations, renewals and extensions thereof; and all applications for industrial property protection, including without limitation, all applications for patents and utility models, which may hereafter be filed for said Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents and utility models which may hereafter be filed for said Patents in any country or countries, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, and inventors' certificates which may be granted for said Patents in any country or countries and all extensions, renewals and reissues thereof.
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as

aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

3. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will take reasonable efforts to execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining rights to the Patents in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
4. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
6. All of the rights, title and interest in and to the Patents sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

Assignor

Avaya, Inc.

By:

Joseph C. Kirincich
Name: Joseph C. Kirincich

Title: Director, IP Law & Litigation

Assignee

Cyberfone Systems, LLC

By:

Audrey Spangenberg
Name: Audrey Spangenberg

Title: Manager

SCHEDULE A
UNITED STATES PATENTS AND PATENT APPLICATIONS

Printed Circuit Board Circuit Control Device – 5414219
Method and Apparatus for Capturing and Positioning a Cable – 5427327