

PATENT ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|----------------------|----------------|
| Isaac K. Elliott | 05/28/1999 |
| Steven P. Higgins | 05/30/1999 |
| Andrew J. Dugan | 06/04/1999 |
| Jon Peterson | 06/02/1999 |
| Robert L. Hernandez | 05/28/1999 |
| Rick D. Steele | 06/04/1999 |
| Bruce W. Baker | 06/02/1999 |
| Rich Terpstra | 05/28/1999 |
| Jonathan S. Mitchell | 05/28/1999 |
| Jin-Gen Wang | 06/04/1999 |
| Harold Stearns | 05/28/1999 |
| Eric Zimmerer | 05/28/1999 |
| Ray Waibel | 05/28/1999 |
| Kraig Owen | 05/26/1999 |
| Shawn M. Lewis | 05/28/1999 |

RECEIVING PARTY DATA

| | |
|-----------------|------------------------------|
| Name: | Level 3 Communications, Inc. |
| Street Address: | 1025 Eldorado Blvd. |
| City: | Broomfield |
| State/Country: | COLORADO |
| Postal Code: | 80021 |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 13617880 |

CORRESPONDENCE DATA

OP \$40.00 13617880

Fax Number: 7208885619
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: kathleen.mcinnish@level3.com
Correspondent Name: Jonathan C. Siekmann
Address Line 1: 1025 Eldorado Blvd.
Address Line 4: Broomfield, COLORADO 80021

ATTORNEY DOCKET NUMBER:

0007-US-C6

NAME OF SUBMITTER:

Jonathan C. Siekmann

Total Attachments: 4

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ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventor(s): (1) Issac K. Elliott, (2) Steven P. Higgins, (3) Andrew John Dugan, (4) Jon Peterson, (5) Robert L. Hernandez, (6) Rick D. Steele, (7) Bruce W. Baker, (8) Rich Terpstra, (9) Jonathan S. Mitchell, (10) Jin-Gen Wang, (11) Harold Stearns, (12) Eric Zimmerer, (13) Ray Waibel (14) Kraig Owen and (15) Shawn M. Lewis, the undersigned inventor(s) hereby sell(s) and assign(s) to Level 3 Communications, Inc. (the Assignee) his/her entire right, title and interest, including the right to sue for and collect for all past, present and future damages:

check applicable box(es) for the United States of America (as defined in 35 U.S.C. § 100),
 and throughout the world,

(a) in the invention(s) known as Voice Over Data Telecommunications Network Architecture for which application(s) for patent in the United States of America has (have) been executed by the undersigned on (1) 5/28/99, (2) 5/20/99, (3) 6/4/99, (4) 6/2/99, (5) 5/28/99, (6) 6/4/99, (7) 6/2/99, (8) 5/28/99, (9) 5/28/99, (10) 6/4/99, (11) 5/28/99, (12) 5/28/99, (13) 5/28/99, (14) 5/26/99 and (15) _____ (also known as United States Application No. 09/197,203, filed November 20, 1998), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement 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;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor(s) hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; Samuel

L. Fox, Esquire, Registration No. 30,353; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; and Steven R. Ludwig, Registration No. 36,203, of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that 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.

IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

- (1) Date: 5/29/99 Signature of Inventor: Isaac K. Elliott
Isaac K. Elliott
- (2) Date: 5/30/99 Signature of Inventor: Steven P. Higgins
Steven P. Higgins
- (3) Date: 6/4/99 Signature of Inventor: Andrew John Dugan
Andrew John Dugan
- (4) Date: 6/2/99 Signature of Inventor: Jon Peterson
Jon Peterson
- (5) Date: 5/28/99 Signature of Inventor: Robert L. Hernandez
Robert L. Hernandez
- (6) Date: 6-4-99 Signature of Inventor: Rick D. Steele
Rick D. Steele
- (7) Date: 6-2-99 Signature of Inventor: Bruce W. Baker
Bruce W. Baker
- (8) Date: 5/28/99 Signature of Inventor: Rich Terpstra
Rich Terpstra
- (9) Date: 5/28/99 Signature of Inventor: Jonathan S. Mitchell
Jonathan S. Mitchell
- (10) Date: 6/4/1999 Signature of Inventor: Jin-Gen Wang
Jin-Gen Wang
- (11) Date: 5/24/99 Signature of Inventor: Harold Stearns
Harold Stearns
- (12) Date: 5/28/99 Signature of Inventor: Eric Zimmerer
Eric Zimmerer
- (13) Date: 5/28/99 Signature of Inventor: Ray Waibel
Ray Waibel
- (14) Date: 5/26/99 Signature of Inventor: Kraig Owen
Kraig Owen
- (15) Date: _____ Signature of Inventor: _____
Shawn M. Lewis

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventor(s): (1) Issac K. Elliott, (2) Steven P. Higgins, (3) Andrew John Dugan, (4) Jon Peterson, (5) Robert L. Hernandez, (6) Rick D. Steele, (7) Bruce W. Baker, (8) Rich Terpstra, (9) Jonathan S. Mitchell, (10) Jin-Gen Wang, (11) Harold Stearns, (12) Eric Zimmerer, (13) Ray Waibel (14) Kraig Owen and (15) Shawn M. Lewis, the undersigned inventor(s) hereby sell(s) and assign(s) to Level 3 Communications, Inc. (the Assignee) his/her entire right, title and interest, including the right to sue for and collect for all past, present and future damages:

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(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement 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;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

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- (1) Date: _____ Signature of Inventor: _____
Issac K. Elliott
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Eric Zimmerer
- (13) Date: _____ Signature of Inventor: _____
Ray Waibel
- (14) Date: _____ Signature of Inventor: _____
Kraig Owen
- (15) Date: X _____ Signature of Inventor: Shawn M. Lewis
Shawn M. Lewis