# 502341827 05/09/2013

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## CONVEYING PARTY DATA

Name	Execution Date
Christian LUND	04/22/2013
Michael John Birmingham	04/12/2013

# **RECEIVING PARTY DATA**

Name:	Metaswitch Networks Ltd
Street Address:	100 Church Street, Middlesex
City:	Enfield
State/Country:	UNITED KINGDOM
Postal Code:	EN2 6BQ

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13771432

## CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	41627.22670
NAME OF SUBMITTER:	John S. Hilten
Signature:	/John S. Hilten/
Date:	05/09/2013

Total Attachments: 2

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PATENT REEL: 030390 FRAME: 0063 CH \$40.00 15//145Z

Assignment (US)

### ASSIGNMENT

WHEREAS We, Christian Lund and Michael John Birmingham, having a mailing address of c/o Metaswitch Networks Ltd., 100 Church Street, Enfield, Middlesex EN2 6BQ United Kingdom ("Assignor"), have made a certain new and useful invention as set forth in an application for United States Patent entitled "Failover Processing," filed on February 20, 2013, and receiving Application Serial No. 13/771,432;

AND WHEREAS, Metaswitch Networks Ltd, a corporation, having an address of 100 Church Street, Enfield, Middlesex EN2 6BQ United Kingdom ("Assignee"), is desirous of acquiring the entire right, title and interest in and to said invention, and in and to any and all Letters Patent of the United States which may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention, including the right to claim priority under 35 U.S.C. § 119 and/or § 120 and the right to sue for past infringement, as set forth in the above-mentioned application, including said application and any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States which may be issued for said invention;

UPON SAID CONSIDERATION, Assignor hereby agrees not to execute any writing or do any act whatsoever conflicting with these presents, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of Assignor and Assignee;

Page 1 of 2

Att'y Dkt: 41627.22670 (E1709.US)

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Assignment (US)

AND, Assignor requests the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

Assignor hereby grants the firm of BAKER & HOSTETLER LLP the power to insert on, or append to, this Assignment any further identification; including the application number and filing date, 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.

C. A. Lad	22/4 113
Christian Lund	Date
Michael John Birmingham	12/4//3 Date

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**RECORDED: 05/09/2013** 

Page 2 of 2

Att'y Dkt: 41627.22670 (E1709.US)

PATENT REEL: 030390 FRAME: 0065