

PATENT ASSIGNMENT

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

CONVEYING PARTY DATA

Name	Execution Date
Tierra Intelectual Borinquen, Inc.	06/06/2013

RECEIVING PARTY DATA

Name:	FTE Exchange, LLC
Street Address:	2500 Dallas Parkway
Internal Address:	Suite 260
City:	Plano
State/Country:	TEXAS
Postal Code:	00917

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	7047482
Patent Number:	8024395
Patent Number:	8166096
Patent Number:	7016942
Patent Number:	7034791
Patent Number:	7899701
Application Number:	11508075
Application Number:	13422411
Application Number:	11511144
Application Number:	10870855
Application Number:	11616269
Application Number:	11530463

CORRESPONDENCE DATA

OP \$480.00 7047482

Fax Number: 7877667001  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 787-766-7000  
Email: vrodriguezreyes@ferraiuoli.com  
Correspondent Name: Eugenio Torres Oyola  
Address Line 1: 221 Ponce De Leon  
Address Line 2: 5th floor  
Address Line 4: San Juan, PUERTO RICO 00917

NAME OF SUBMITTER:	victor rodriguez reyes
Signature:	/Victor M. Rodriguez Reyes/ #68866
Date:	07/01/2013

Total Attachments: 5  
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), is made and entered into this 6th day of June, 2013 (the "Effective Date"), by and between Tierra Intelectual Borinquen, Inc., a corporation organized under the laws of Puerto Rico having offices at Calle Aldea 1414 Suite 402, San Juan, Puerto Rico 00907 ("Assignor") and FTE Exchange, LLC, a limited liability company organized under the laws of Texas having offices at 2500 Dallas Parkway, Suite 260, Plano Texas, 75093 ("Assignee") (each a "Party" and collectively the "Parties").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the inventions (the "Inventions") as described and claimed in the United States and foreign patents and patent application 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 6, 2013, 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 Inventions and 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, utility models, copyright, and designs which may hereafter be filed for said Inventions and 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 Inventions and 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, utility models, copyrights and designs which may hereafter be filed for said Inventions or 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, inventors' certificates, copyrights and designs which may be granted for said Invention and/or Patent 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 execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining patents for the inventions 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 or other form of protection for the inventions, 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 inventions and 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

  
By: Tierra Intelectual Borinquen, Inc.  
Name: Dr. Beatriz Lopez  
Title: President

Assignee

By: FTE Exchange LLC  
Title: General Counsel

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 execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining patents for the Inventions 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 or other form of protection for the Inventions, 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 Inventions and 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**

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By: Tierra Intelectual Borinquen, Inc.  
Name: Dr. Beatriz Lopez  
Title: President

**Assignee**

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By:  FTE Exchange LLC  
Title: General Counsel

**SCHEDULE A  
UNITED STATES PATENTS AND PATENT APPLICATIONS**

<b>Patent No.</b>	<b>Title</b>	<b>Serial No.</b>
7,047,482	AUTOMATIC DIRECTORY SUPPLEMENTATION	09/796,235
N/A	N/A	11/508,075
8,024,395	DISTRIBUTED PROCESSING MULTIPLE TIERED TASK ALLOCATION	10/228,588
8,166,096	DISTRUBUTED MULTIPLE-TIERED TASK ALLOCATION	13/208,404
N/A	N/A	13/422,411
7,016,942	DYNAMIC HOSTING	10/212,891
7,034,791	DIGITAL VIDEO DISPLAY EMPLOYING MINIMAL VISUAL CONVEYANCE	09/908,166
N/A	N/A	11/511,144
N/A	E-COMMERCE COMPETITIVE PRICING	10/870,855
7,899,701	METHOD FOR CATEGORIZING A SELLER RELATIVE TO A VENDOR	11/616,258
N/A	N/A	11/616,269
N/A	N/A	11/530,463

HIGHLY CONFIDENTIAL

**SCHEDULE B  
FOREIGN PATENTS AND PATENT APPLICATIONS**

Not Applicable