

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2636951

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>YAN LI</td> <td>08/15/2013</td> </tr> <tr> <td>PAUL F BAILEY</td> <td>08/15/2013</td> </tr> <tr> <td>ERDOGAN ALKAN</td> <td>08/15/2013</td> </tr> </tbody> </table>		Name	Execution Date	YAN LI	08/15/2013	PAUL F BAILEY	08/15/2013	ERDOGAN ALKAN	08/15/2013		
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PAUL F BAILEY	08/15/2013										
ERDOGAN ALKAN	08/15/2013										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>PPC BROADBAND, INC.</td> </tr> <tr> <td>Street Address:</td> <td>6176 EAST MOLLOY ROAD</td> </tr> <tr> <td>City:</td> <td>EAST SYRACUSE</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>13057</td> </tr> </table>		Name:	PPC BROADBAND, INC.	Street Address:	6176 EAST MOLLOY ROAD	City:	EAST SYRACUSE	State/Country:	NEW YORK	Postal Code:	13057
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CORRESPONDENCE DATA											
Fax Number:	(315)703-6258										
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ATTORNEY DOCKET NUMBER:	1774CIP.3064872										
NAME OF SUBMITTER:	RICARDO OCHOA										
Signature:	/Ricardo Ochoa/										
Date:	12/04/2013										

PATENT

Total Attachments: 6

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COMBINED ASSIGNMENT, DECLARATION & POWER OF ATTORNEY

This Combined Assignment, Declaration & Power of Attorney ("**Instrument**") has been executed by the undersigned.

I. ASSIGNMENT

WHEREAS, the undersigned, to wit: Yan Li, Paul F. Bailey and Erdogan Alkan (collectively, "**Assignor**") are the inventors of the invention having the Docket No. 1774CIP, entitled "NETWORK INTERFACE DEVICE HAVING A SOLID-STATE SAFEGUARD APPARATUS FOR PRESERVING THE QUALITY OF PASSIVE OPERATION IN THE EVENT OF DISRUPTIVE OPERATIONAL CONDITIONS," for which a patent application of the United States has been, or is about to be, filed in the United States Patent and Trademark Office ("**Identified Application**");

AND WHEREAS, the undersigned, to wit: PPC Broadband, Inc. ("**Assignee**"), a corporation duly organized and existing under the laws of Delaware and having an office at 6176 East Molloy Road, East Syracuse, New York 13057 USA, desires to acquire the entire right, title, and interest therein;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, transfer and convey, and hereby set over unto Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to said invention, Identified Application and patents issuing therefrom in all countries and jurisdictions to the full end of the terms for which said patents may be granted, to be held, used and enjoyed by, and in the name of, said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by said Assignor had this assignment and sale not been made, including, without limitation: (i) said invention as described in the Identified Application; (ii) any and all improvements, betterments and modifications of the aforesaid invention; (iii) any and all patents issuing from the Identified Application; (iv) all related applications including, but not limited to, divisions, continuations, continuations-in-part, patents of addition, reissues, reexaminations, foreign counterparts and foreign equivalents thereof, and substitutions of or for said applications; (v) all foreign rights related thereto including the right to make applications for patents for said invention in any and all foreign countries and the right to claim priority as to the filing dates of the aforesaid applications under the International Convention, Patent Cooperation Treaty, European Patent Convention and any other international treaty; and (vi) all income, royalties, damages and payments due or payable to Assignor as of the execution of this Instrument or thereafter, including, but not limited to, all claims for damages by reason of past, present or future infringement or other unauthorized use of the invention, patent applications or patents assigned hereunder, together with the right to sue for, and collect the same.

Assignor hereby authorizes and requests the patent office of the country in which this Instrument is recorded to issue all patents issuing from such patent applications to Assignee or its successors or assigns.

Assignor hereby agrees to execute any papers, provide any information and testify in any derivation proceeding, interference or litigation at the request of Assignee, its successors, assigns and legal representatives, when deemed essential to Assignee's, its successors', assigns' and legal representatives' full enjoyment, protection, enforcement and title in and to such invention, patent applications, issued patents and rights hereby transferred.

Assignor furthermore agrees upon request of said Assignee, its successors, assigns or legal representatives, and without further remuneration, to execute any and all papers desired by said Assignee, its successors, assigns and legal representatives, for the filing and granting of the applications and patents assigned hereunder and the perfecting of title thereto in said Assignee, its successors, assigns and legal representatives.

In the event that, and only to the extent that: (i) any provision of this Instrument violates the applicable law of any country or jurisdiction in which this Instrument is recorded, registered or asserted for legal purposes; or (ii) any court of competent jurisdiction adjudges any provision of this Instrument to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this Instrument in such country or jurisdiction, but shall be confined in its operation to the specific provision of this Instrument which gave rise to such violation or judgment.

II. DECLARATION

This Section II sets forth the Inventor's Oath or Declaration under 35 U.S.C. 115.

As a below named inventor, I hereby declare that:

(a) This declaration is directed to the Identified Application indicated with an X or mark as follows:

	Application	Title	Application No.	Filing Date	Attorney Docket No.
X	The attached patent application	NETWORK INTERFACE DEVICE HAVING A SOLID-STATE SAFEGUARD APPARATUS FOR PRESERVING THE QUALITY OF PASSIVE OPERATION IN THE EVENT OF DISRUPTIVE OPERATIONAL CONDITIONS		08/16/2013	3064606
	United States patent application				
	PCT international				

patent application				
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- (b) The Identified Application was made or authorized to be made by me.
- (c) I believe I am the original inventor or an original joint inventor of a claimed invention in the Identified Application.
- (d) I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.
- (e) I represent that I have reviewed and understand the contents of the Identified Application, including the claims, and I am aware of the duty to disclose to the U.S. Patent & Trademark Office ("USPTO"), all information known to me to be material to patentability. I understand that information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and such information: (1) establishes, by itself or in combination with other information, a prima facie case of unpatentability or a claim; or (2) refutes, or is inconsistent with, a position the applicant takes in: (i) opposing an argument of unpatentability relied on by the USPTO, or (ii) asserting an argument of patentability.

I hereby claim foreign priority benefits under Title 35, United States Code Section 119 or Section 365(b) of any foreign application(s) for patent or inventor's certificate, or Section 365(a) of any PCT international application which designated at least one country other than the United States, listed below and have also identified below, by checking the box, any foreign application for patent or inventor's certificate or PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application(s)

Number	Country	Day/Month/Year Filed	Priority Not Claimed
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

I hereby claim the benefit under 35 U.S.C. Section 119(e) of any United States provisional application(s) listed below:

Application Serial No.

Filing Date

I hereby claim the benefit under 35 U.S.C. Section 120 of any United States application(s), or Section 365(c) of any PCT international application designating the

United States, listed below and, insofar as the subject matter of each of the claims of this Identified Application is not disclosed in the prior United States or PCT international application in the manner provided by the first paragraph of 35 U.S.C. Section 112, and I acknowledge the duty to disclose to the USPTO all information known to me to be material to patentability as defined in Title 37, C.F.R., Section 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application:

Application Serial No.	Filing Date	Status (patented, pending, abandoned)
13/669,805	November 6, 2012	pending
61/559,598	November 14, 2011	abandoned

III. POWER OF ATTORNEY

The Assignee and each below-named inventor (each, a **"Party"**), hereby individually appoints the practitioners associated with the following Customer Number:

116246

as such Party's attorneys with full power of substitution and revocation, to prosecute the Identified Application and to transact all business in the USPTO connected therewith.

Each Party hereby instructs the USPTO to direct all correspondence to the address associated with such Customer Number.

IV. ELECTRONIC SIGNATURE

In accordance with 37 C.F.R. §1.4(d)(2), any or all of the below named signatories may have electronically signed this Instrument.

[Signature Page(s) Follow]

Sole or First Inventor

Inventor's Signature:	<u>/Yan Li/</u>	Date: August 15, 2013
Name:	Yan Li	
Address:	124 Remington Avenue, Syracuse, New York 13210, USA	
Citizenship:	China	

Second Inventor

Inventor's Signature:	<u>/Paul F. Bailey/</u>	Date: August 15, 2013
Name:	Paul F. Bailey	
Address:	117 North Way, Camillus NY 13031, USA	
Citizenship:	USA	

Third Inventor

Inventor's Signature:	<u>/Erdogan Alkan /</u>	Date: August 15, 2013
Name:	Erdogan Alkan, PhD	
Address:	5100 Highbridge Street Apt. 36D, Fayetteville, New York 13066 USA	
Citizenship:	Turkey	

Assignee

For the purposes of effectuating the Assignment and Power of Attorney Sections I and II above, the Assignee has signed this instrument as follows:

Assignee:	PPC Broadband, Inc.	
Signature:	/Christopher Day/	Date: August 15, 2013
Name:	Christopher Day	
Title:	Vice President, Legal, and Chief IP Counsel	
Address:	6176 East Molloy Road, East Syracuse, New York 13057 USA	