

PATENT ASSIGNMENT COVER SHEET

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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>CHRISTOPHER NEWTON</td> <td>10/03/2013</td> </tr> <tr> <td>LEWIS ROBERT VARNEY</td> <td>10/03/2013</td> </tr> <tr> <td>LAURENCE R. LIPSTONE</td> <td>10/03/2013</td> </tr> <tr> <td>WILLIAM CROWDER</td> <td>10/03/2013</td> </tr> <tr> <td>ANDREW SWART</td> <td>12/23/2013</td> </tr> </tbody> </table>		Name	Execution Date	CHRISTOPHER NEWTON	10/03/2013	LEWIS ROBERT VARNEY	10/03/2013	LAURENCE R. LIPSTONE	10/03/2013	WILLIAM CROWDER	10/03/2013	ANDREW SWART	12/23/2013
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RECEIVING PARTY DATA													
Name:	LEVEL 3 COMMUNICATIONS, LLC												
Street Address:	1025 ELDORADO BLVD.												
City:	BROOMFIELD												
State/Country:	COLORADO												
Postal Code:	80021												
PROPERTY NUMBERS Total: 1													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13802093</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13802093								
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Application Number:	13802093												
CORRESPONDENCE DATA													
Fax Number:													
Phone:	720-888-3381												
Email:	patent.docketing@level3.com												
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>													
Correspondent Name:	LEVEL 3 COMMUNICATIONS, LLC ATTN: PATENT												
Address Line 1:	1025 ELDORADO BLVD.												
Address Line 4:	BROOMFIELD, COLORADO 80021												
ATTORNEY DOCKET NUMBER:	0447-US-U23												
NAME OF SUBMITTER:	DONNA CARRERA												

Signature:	/Donna Carrera for Gregory Durbin/
Date:	02/14/2014
Total Attachments: 7 source=0447-US-U23_Assignment#page1.tif source=0447-US-U23_Assignment#page2.tif source=0447-US-U23_Assignment#page3.tif source=0447-US-U23_Assignment#page4.tif source=0447-US-U23_Assignment#page5.tif source=0447-US-U23_Assignment#page6.tif source=0447-US-U23_Assignment#page7.tif	

ASSIGNMENT

WHEREAS, we, Christopher Newton, residing at 981 Via Colinas, Westlake Village, CA 91362 USA, Lewis Robert Varney, residing at 5348 Carmento Drive, Oak Park, CA 91377 USA, Laurence R. Lipstone, residing at 22724 Sparrow Dell Drive, Calabasas, CA 91302 USA, William Crowder, residing at 68 Marine View Drive, Camarillo, CA 93010 USA, and Andrew Swart, residing at 175 Woosamonsa Road, Pennington, NJ 08534 USA (hereinafter, individually and collectively the "Assignor"), have invented certain new and useful inventions for which a non-provisional patent application for Letters Patent has been prepared for filing with the United States Patent and Trademark Office having application no. 13/802,093, filed March 13, 2013, entitled "SYSTEMS, METHODS, AND DEVICES FOR GRADUAL INVALIDATION OF RESOURCES," and having Attorney Docket No. **0447-US-U23** (the "Application").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor has agreed to assign and transfer and does hereby assign and transfer unto **Level 3 Communications, LLC** ("Assignee"), a limited liability company organized and existing under the laws of the State of Delaware, having its principal office at 1025 Eldorado Boulevard, Broomfield, Colorado 80021, its successors and assigns, the entire right, title, and interest in and to said invention and the Application, including any provisional application to which said Application claims priority, and in and to any United States of America and foreign applications that claims priority to the Application, any divisional or continuation (in whole or in part) of said Application, and in and to any and all improvements in said invention made by Assignor (provided any such improvement is made during, or within one year after the termination, of the employment by said Company of Assignor), and in and to any and all Letters Patent, reexaminations, reissues, or extensions thereof, of the United States of America and countries foreign thereto including the right to apply for Letters Patent, Utility Models, or Inventors' Certificates in the United States of America and all foreign countries in its own name and any priority rights for such United States of America and foreign applications to which such applications or the Assignor are entitled under international conventions, treaties, or otherwise which have been or may be granted thereon or on any divisional, continuation (in whole or in part), renewal, reexamination, reissue, or other or further application based in whole or in part upon said invention or improvements thereon, to be held and enjoyed as fully and exclusively as they would have been by me had this assignment and transfer not been made;

Assignor further agrees for Assignor and for Assignor's heirs, executors, and administrators, to execute and deliver without further consideration any further applications, assignments, and documents, and to perform such other acts as Assignor lawfully may, that may be deemed necessary by said Company, its successors, assigns, and nominees, fully to secure its right, title, and interest as aforesaid to obtain to maintain Letters Patent, Utility Models, or Inventors' Certificates in any and all countries;

Assignor hereby authorizes Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the title, application number and filing date of the Application once known;

Assignor hereby acknowledges that Assignee's internal and external counsel have represented only Assignee and will continue to represent only Assignee with respect to this invention;

Assignor hereby acknowledges an obligation of assignment and transfer of this invention to Assignee at the time the invention was made; and

Assignor hereby authorizes and requests the Commissioner of Patents to issue any and all Letters Patent which may be granted upon any of said applications, to said Company, as the assignee of the entire right, title, and interest therein.

Assignor and Assignee hereby agree that this assignment is governed by the laws of the state of Colorado of the United States of America and subject to the non-exclusive jurisdiction of the courts of the state of Colorado of the United States of America.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

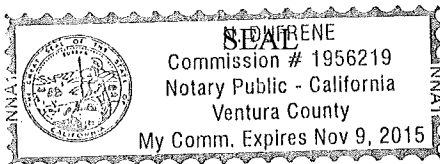
By: C. Newton
Christopher Newton

Dated: 3rd Oct 2013

STATE OF CALIFORNIA)
CITY OF THOUSAND OAKS) ss.
COUNTY OF VENTURA)

Before me, a Notary Public in and for said County and State, personally appeared Christopher Newton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 3 day of OCTOBER, 2013.



[Signature]
Notary Public
My Commission Expires: 11.9.2015

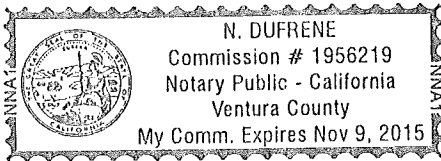
By: [Signature]
Lewis/Robert Varney
Dated: 10/3/13

STATE OF CALIFORNIA
CITY OF THOUSAND OAKS ss.
COUNTY OF VENTURA

Before me, a Notary Public in and for said County and State, personally appeared Lewis Robert Varney, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 3 day of OCTOBER, 2013.

SEAL



[Signature]
Notary Public
My Commission Expires: 11-9-2015

By: _____
Laurence R. Lipstone

Dated: _____

STATE OF)
CITY OF) ss.
COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared Laurence R. Lipstone, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this _____ day of _____, 2013.

SEAL

Notary Public
My Commission Expires: _____

By: _____
Lewis Robert Varney

Dated: _____

STATE OF)
CITY OF) ss.
COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared Lewis Robert Varney, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this _____ day of _____, 2013.

SEAL

Notary Public
My Commission Expires: _____

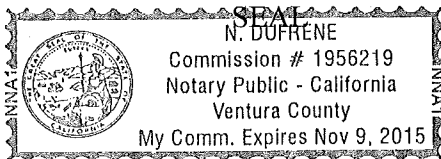
By: _____
Laurence R. Lipstone

Dated: 10/3/13

STATE OF CALIFORNIA)
CITY OF THOUSAND OAKS) ss.
COUNTY OF VENTURA)

Before me, a Notary Public in and for said County and State, personally appeared Laurence R. Lipstone, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 3 day of OCTOBER, 2013.



Notary Public
My Commission Expires: 11-9-2015

By: William Crowder
William Crowder

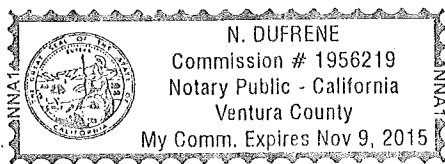
Dated: 10/3/13

STATE OF CALIFORNIA)
CITY OF THOUSAND OAKS ss.
COUNTY OF VENTURA)

Before me, a Notary Public in and for said County and State, personally appeared William Crowder, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 3 day of OCTOBER, 2013.

SEAL



[Signature]
Notary Public
My Commission Expires: 11-9-2015

By: _____
Andrew Swart

Dated: _____

STATE OF)
CITY OF) ss.
COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared Andrew Swart, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this _____ day of _____, 2013.

SEAL

Notary Public
My Commission Expires: _____

By: _____
William Crowder

Dated: _____

STATE OF)
CITY OF) ss.
COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared William Crowder, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this ____ day of _____, 2013.

SEAL

Notary Public
My Commission Expires: _____

By: Andrew D. Swart
Andrew Swart

Dated: 12-23-13

STATE OF)
CITY OF) ss.
COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared Andrew Swart, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 23rd day of December, 2013.

SEAL

Alex Hemida
Notary Public
My Commission Expires: _____

Alex Hemida
Notary Public
New Jersey
My Commission Expires 9-29-16
ID No. 2412925

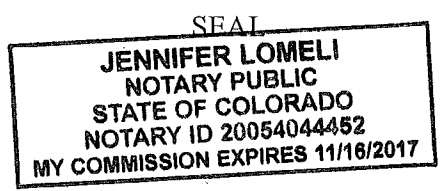
IN WITNESS WHEREOF, the Assignee hereunto has executed this Assignment upon the date indicated below.

By: [Signature]
David Wier duly authorised for and on behalf of
Level 3 Communications, LLC
Dated: 1/7/2014

STATE OF Colorado)
CITY OF Broomfield) ss.
COUNTY OF Broomfield

Before me, a Notary Public in and for said County and State, personally appeared David Wier, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 7 day of January, 2014.



[Signature]
Notary Public
My Commission Expires: 11/16/17