502786871 04/29/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2833466

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CHRISTOPHER NEWTON	01/23/2013
LAURENCE R. LIPSTONE	02/01/2013
WILLIAM CROWDER	01/23/2013
JEFFREY G. KOLLER	03/04/2013
DAVID FULLAGAR	03/05/2013

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

Property Type	Number	
Application Number:	13714410	

CORRESPONDENCE DATA

Fax Number: (720)888-5619

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

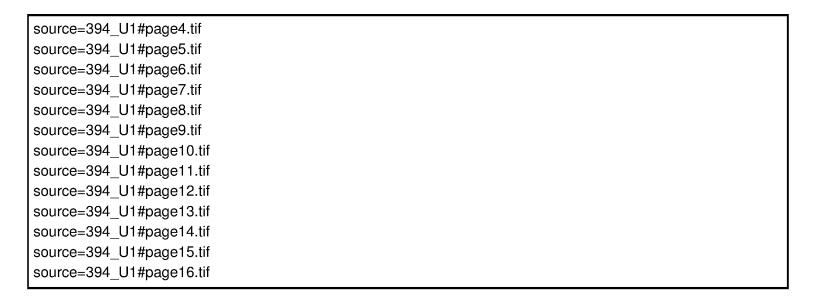
US Mail.

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:	0394-US-U1
NAME OF SUBMITTER:	JONATHAN C. SIEKMANN
SIGNATURE:	/Jonathan C. Siekmann/
DATE SIGNED:	04/29/2014

Total Attachments: 16 source=394_U1#page1.tif source=394_U1#page2.tif source=394_U1#page3.tif



WHEREAS, we, Christopher Newton residing at 981 Via Colinas, Westlake Village, CA, 91362; Laurence R. Lipstone, residing at 22724 Sparrow Dell Drive, Calabasas, CA, 91302; William Crowder, residing at 68 Marine View Drive, Camarillo, CA, 93010; Jeffrey G. Koller, residing at 3549 Glen Abbey Lane, Oxnard, CA, 93036; David Fullagar, residing at 755 Cherryvale Road, Boulder, CO, 80303; and Maksim Yevmenkin, residing at 427 Sundance Street, Thousand Oaks, CA, 91360 (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. 13/714,410, filed December 14, 2012, entitled "Content Delivery Network," and having Attorney Docket No. 0394-US-U01 (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;

3140895:2

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.

By:	C. Nevta	
·	Christopher Newton	

STATE OF CA CITY OF THOUSAND OAKS) ss. COUNTY OF VENNIA)

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 22 day of 5AN

Notary Public - California Ventura County My Comm. Expires Nov 9, 2015

My Commission Expires:

WHEREAS, we, Christopher Newton residing at 981 Via Colinas, Westlake Village, CA, 91362; Laurence R. Lipstone, residing at 22724 Sparrow Dell Drive, Calabasas, CA, 91302; William Crowder, residing at 68 Marine View Drive, Camarillo, CA, 93010; Jeffrey G. Koller, residing at 3549 Glen Abbey Lane, Oxnard, CA, 93036; David Fullagar, residing at 755 Cherryvale Road, Boulder, CO, 80303; and Maksim Yevmenkin, residing at 427 Sundance Street, Thousand Oaks, CA, 91360 (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. 13/714,410, filed December 14, 2012, entitled "Content Delivery Network," and having Attorney Docket No. 0394-US-U01 (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;

3140895:2

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.

By:

day of

STATE OF CA CITY OF THOUSAND OAK)) ss. COUNTY OF YEN TURA

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 _

Ventura County My Comm. Expires Nov 9, 2015

N. DUFRENE Notary Public

Commission # 1956219 My Commission Expires: Notary Public - California

2013.

WHEREAS, we, Christopher Newton residing at 981 Via Colinas, Westlake Village, CA, 91362; Laurence R. Lipstone, residing at 22724 Sparrow Dell Drive, Calabasas, CA, 91302; William Crowder, residing at 68 Marine View Drive, Camarillo, CA, 93010; Jeffrey G. Koller, residing at 3549 Glen Abbey Lane, Oxnard, CA, 93036; David Fullagar, residing at 755 Cherryvale Road, Boulder, CO, 80303; and Maksim Yevmenkin, residing at 427 Sundance Street, Thousand Oaks, CA, 91360 (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. 13/714,410, filed December 14, 2012, entitled "Content Delivery Network," and having Attorney Docket No. 0394-US-U01 (the "Application").

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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;

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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.

2013.

By:	Will C.C.	
	William Crowder	

Dated: 1/23/2013

STATE OF CA CITY OF THOUSANDONS 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 23 day of

Commission # 1956219

Notary Public - California

Ventura County My Comm. Expires Nov 9, 2015 Notary Public

My Commission Expires:

•

WHEREAS, we, Christopher Newton residing at 981 Via Colinas, Westlake Village, CA, 91362; Laurence R. Lipstone, residing at 22724 Sparrow Dell Drive, Calabasas, CA, 91302; William Crowder, residing at 68 Marine View Drive, Camarillo, CA, 93010; Jeffrey G. Koller, residing at 3549 Glen Abbey Lane, Oxnard, CA, 93036; David Fullagar, residing at 755 Cherryvale Road, Boulder, CO, 80303; and Maksim Yevmenkin, residing at 427 Sundance Street, Thousand Oaks, CA, 91360 (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. 13/714,410, filed December 14, 2012, entitled "Content Delivery Network," and having Attorney Docket No. 0394-US-U01 (the "Application").

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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;

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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.

		By:	MILLA	
			Jeffrey G. Koller	
		Dated	: 3/4/2013	3
STATE OF)			,
CITY OF) ss.			
COUNTY OF)			•
and acknowledged expressed.	to me to be the person to me that he executed to me that he executed er my hand and seal of	d the same for	the purposes and con	
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		moral	2013	

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT STATE OF CALIFORNIA COUNTY OF Santa Wara ON H march 2012 BEFORE ME, JOHN B. SORCI ____NOTARY PUBLIC Name PERSONALLY APPEARED JEFFREY G. KOLLER -WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON (\$) WHOSE NAME (\$) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT JOHN B. SORCI HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY (IES) AND THAT BY HIS/HER/THEIR SIGNATURE (3) ON THE INSTRUMENT THE PERSON (8), OR THE Commission # 1902733 Notary Public - California Santa Clara County ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, My Comm. Expires Oct 1, 2014 EXECUTED THE INSTRUMENT.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature of Notary

OPTIONAL INFORMATION

The information below is not required by law, but it may prove to be important to persons relying on the document and could prevent fraudulent removal and reattachment of this form to some other document. **DESCRIPTION OF ATTACHED DOCUMENT** TITLE OR TYPE OF DOCUMENT: DOCUMENT DATE: 4 March 2013 NUMBER OF PAGES 3 SIGNER (S) OTHER THAN NAMED ABOVE: CAPACITY (IES) CLAIMED BY SIGNER (S) SIGNER'S NAME: SIGNER'S NAME: MINDIVIDUAL INDIVIDUAL CORPORATE OFFICER ___ CORPORATE OFFICER TITLE (S): TITLE (S): ___ PARTNER PARTNER LIMITED ___ GENERAL LIMITED ATTORNEY-IN-FACT ATTORNEY-IN-FACT TRUSTEE TRUSTEE GUARDIAN OR CONSERVATOR **GUARDIAN OR CONSERVATOR** __ OTHER: ____ OTHER: SIGNER IS REPRESENTING: SIGNER IS REPRESENTING: RIGHT THUMBPRINT RIGHT THUMBPRINT OF SIGNER OF SIGNER

A-24 HOUR NOTARY SERVICE - 2709 El Camino Av. Sacramento. CA 95821 - Rev 12-01-2007 - FOR REORDERS: CALL TOLL-FREE 800-536-7233

PATENT

REEL: 032776 FRAME: 0212

WHEREAS, we, Christopher Newton residing at 981 Via Colinas, Westlake Village, CA, 91362; Laurence R. Lipstone, residing at 22724 Sparrow Dell Drive, Calabasas, CA, 91302; William Crowder, residing at 68 Marine View Drive, Camarillo, CA, 93010; Jeffrey G. Koller, residing at 3549 Glen Abbey Lane, Oxnard, CA, 93036; David Fullagar, residing at 755 Cherryvale Road, Boulder, CO, 80303; and Maksim Yevmenkin, residing at 427 Sundance Street, Thousand Oaks, CA, 91360 (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. 13/714,410, filed December 14, 2012, entitled "Content Delivery Network," and having Attorney Docket No. 0394-US-U01 (the "Application").

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By:) ~ 1-M	
	David Evillanav	

David Fullagar

STATE OF Colorado CITY OF Louisville COUNTY OF Boulder

Before me, a Notary Public in and for said County and State, personally appeared David Fullagar, 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 5 day of March, 2013.

DIA L GLOSTER **Notary Public** State of Colorado

Notary Public

My Commission Expires: 9-1-15