

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AT&T INTELLECTUAL PROPERTY II, L.P.	06/30/2014
RECEIVING PARTY DATA	
Name:	GOOGLE INC.
Street Address:	1600 AMPHITHEATRE PARKWAY
City:	MOUNTAIN VIEW
State/Country:	CALIFORNIA
Postal Code:	94043
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	7562153
Application Number:	09678523
Application Number:	60203546
Application Number:	60233516
Patent Number:	7149803
Application Number:	11636923
Application Number:	60210191
Application Number:	60233977
CORRESPONDENCE DATA	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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NAME OF SUBMITTER:	JOHN D. LANZA
SIGNATURE:	/John D. Lanza/
DATE SIGNED:	08/08/2014

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Total Attachments: 4

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EXHIBIT B2

ASSIGNMENT OF PATENT RIGHTS

This Assignment of Patent Rights ("**Assignment**") is made and entered into on this 30th day of June 2014, by and between:

AT&T Intellectual Property II, L.P., a partnership organized and existing under the laws of the State of Nevada, with a place of business at 645 E. Plumb Lane, Reno, Nevada 89502 ("**Assignor**"); and

Google Inc., a Delaware corporation with its principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043 ("**Assignee**").

WHEREAS, Assignor is the owner of all right, title and interest in and to and has agreed to assign and transfer to Assignee all right, title and interest in and to the Patents (as that term is defined below) and the additional rights set forth below;

WHEREAS, Assignee is desirous of acquiring all right, title, and interest in and to the Patents.

"Listed Patents" means the patents and patent applications set forth on Attachment A hereto.

"Patents" means all (a) Listed Patents; (b) patents or patent applications (i) to which any of the Listed Patents claims priority, (ii) for which any of the Listed Patents forms a basis for priority and/or (iii) to which any of the Listed Patents are terminally disclaimed; (c) any patents issuing anywhere in the world from any of the patent applications in any of the foregoing categories (a) and (b); (d) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) through (c); (e) national (of any country of origin) and multinational patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (d), including, but not limited to, certificates of invention and utility models; (f) rights provided by multinational treaties or conventions for any item in any of the foregoing categories (a) through (e); and (g) any item in any of the foregoing categories (b) through (e) whether or not expressly listed in Attachment A hereto (provided such item meets the definition of "Patents" herein) and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to and does hereby irrevocably sell, assign, transfer and convey to Assignee, or its designees, all right, title and interest that exist today and may exist in the future in and to all of the following (collectively, the "**Patent Rights**"): (a) the Patents, the same to be held and enjoyed by said Assignee for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Patents may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including: all rights pursuant to 35 U.S.C. § 154; (b) all rights to apply in any country for patents, certification of invention, utility models, industrial design protections, design patent protection or other governmental grants or issuances corresponding to any of the foregoing throughout the world, including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding; (c) all inventions set forth in any of the Assigned Patents; and (d) all past, present and future causes of action (whether currently pending, filed, or otherwise) and other enforcement actions (including, without limitation, all rights to damages, injunctive remedies and relief, and other remedies of any kind for past, current and future infringement) and all rights to collect royalties (other than royalties or other payments due under agreements entered into by Assignor and third parties prior to the date of this Assignment), damages and profits, due or accrued, relating to any of the foregoing, including the right to sue and recover for, and the right to profits and damages, due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilutions. The assignment of the Patents includes all documents related to the conception, diligence and reduction to practice of the inventions disclosed in the Patents and all domestic and international patent filing documents.

Assignor hereby authorizes and requests the Director of the U.S. Patent and Trademark Office and any official of any other country whose duty it is to issue patents on the applications included in the Patent Rights, to issue all Letters Patent, patents, certificates of invention, utility models or other governmental grants or issuances

for the inventions disclosed therein to Assignee, its successors and assigns, as the assignee to the entire interest therein.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Patent Rights to be executed by its duly authorized representative on the date set forth below.

ASSIGNOR:

AT&T Intellectual Property II, L.P.

By: Jeanette Napp
Jeanette Napp, Assistant Secretary
AT&T Intellectual Property Inc.
As General Partner for AT&T Intellectual Property II, L.P.

On this 30th day of June, 2014, before me, a Notary Public, appeared Jeanette Napp, who is personally known to me or proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to this Assignment document.

Witness my hand and official seal:

Marsha Bailey
Notary Public



ATTACHMENT A TO EXHIBIT B2
LIST OF PATENTS AND APPLICATIONS

2000-0280	USA	Continuation	7562153	09/901317	Patented	Method And Apparatus For Content Distribution Network Brokering And Peering
2000-0280	USA	Original Filing		09/678523	Abandoned	Method And Apparatus For Content Distribution Network Brokering And Peering
2000-0280	USA	Original Filing		60/203546	Converted	Content Brokering And Peering
2000-0280A	USA	Original Filing		60/233977	Expired	Method And Apparatus For Content Distribution Network Brokering And Peering
2000-0280B	USA	Original Filing		60/233516	Expired	CDN Peering
2000-0351	USA	Original Filing	7149803	09/877977	Patented	Method For Content Distribution In A Network Supporting A Security Protocol
2000-0351	USA	Continuation		11/636923	Abandoned	Method For Content Distribution In A Network Supporting A Security Protocol
2000-0351	USA	Original Filing		60/210191	Converted	CDN And SSL Issues

EXHIBIT C

EXCEPTIONS TO REPRESENTATIONS AND WARRANTIES

NONE

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CONFIDENTIAL