## 502954752 08/28/2014

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3001351

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
RELIANCE COMMUNICATIONS, LLC	04/21/2014

### **RECEIVING PARTY DATA**

Name:	RELIANCE COMMUNICATIONS, LLC	
Street Address:	11808 MIRACLE HILLS DRIVE	
City:	ОМАНА	
State/Country:	NEBRASKA	
Postal Code:	68154	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	13542618

#### **CORRESPONDENCE DATA**

**Fax Number:** (402)963-1599

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.

Phone: 402-965-7077
Email: tntilden@west.com

Correspondent Name: TOM TILDEN C/O WEST CORPORATION

Address Line 1: 11808 MIRACLE HILLS DRIVE

Address Line 2: MS W11-LEGAL

Address Line 4: OMAHA, NEBRASKA 68154

ATTORNEY DOCKET NUMBER:	PAT-250
NAME OF SUBMITTER:	RAFFI GOSTANIAN
SIGNATURE:	/Raffi Gostanian/
DATE SIGNED:	08/28/2014

## **Total Attachments: 3**

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PATENT 502954752 REEL: 033630 FRAME: 0710

#### LIMITED LIABILITY COMPANY AGREEMENT

 $\mathbf{of}$ 

# RELIANCE COMMUNICATIONS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (the "Agreement") is made as of April 21, 2014 by Reliance Intermediate, Inc., a Delaware corporation and the sole member (the "Sole Member") of Reliance Communications, LLC (the "Company"), and the Company.

WHEREAS, the Company has been formed as a limited liability company under California law and is subject to the terms of the California Revised Uniform Limited Liability Company Act (as amended from time to time, the "Act");

WHEREAS, in accordance with the Act, each of the Company and the Sole Member desire to enter into this Agreement to set forth the rights, powers and interests of the Sole Member with respect to the Company;

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. <u>Name</u>. The name of the Company shall be Reliance Communications, LLC.
- 2. <u>Definitions</u>. Capitalized terms not otherwise defined herein shall have the meanings set forth therefore in the Act.
- 3. <u>Purpose</u>. The Company is formed for the purpose of engaging in any lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business. The Company shall have the power to engage in all activities and transactions which the Sole Member deems necessary or advisable in connection with the foregoing.
- 4. <u>Principal Place of Business; Registered Office</u>. The principal place of business and office of the Company shall be located at, and the Company's business shall be conducted from, such place or places as the Sole Member may designate from time to time, which shall initially be 11808 Miracle Hills Drive, Omaha, Nebraska 68154. The registered office of the Company in the State of California and the name and address of the registered agent of the Company for service of process on the Company in the State of California shall be determined by the Company from time to time.
- 5. <u>Sole Member</u>. The Sole Member of the Company is Reliance Intermediate, Inc., whose business address is 11808 Miracle Hills Drive, Omaha, Nebraska 68154. The Sole Member is the owner of 100% of the outstanding membership interests of the Company.

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- 6. <u>Term.</u> The term of the Company shall commence on the date of filing of the certificate of formation of the Company in accordance with the Act and shall continue until the Company is dissolved and its affairs are wound up in accordance with Section 10 of this Agreement and a certificate of cancellation is filed in accordance with the Act.
- 7. <u>Management of the Company</u>. The business and affairs of the Company shall be managed by the Sole Member. Any action so approved may be taken by the Sole Member on behalf of the Company and any action so taken shall bind the Company.
- 8. <u>Capital Contributions</u>; <u>Allocations and Distributions</u>. The Member may, but shall not be obligated to, make capital contributions to the Company. All items of income, gain, loss and deduction shall be allocated to the Sole Member. The Sole Member or its designee will keep a record of the Member's capital account, including any capital contributions to the Company, the Company's income, gains, losses and deductions, and its distributions to the Sole Member. Distributions shall be made to the Sole Member at the times and in the aggregate amounts determined by the Sole Member.
- 9. Officers. The Company, and the Sole Member on behalf of the Company, may employ and retain persons as may be necessary or appropriate for the conduct of the Company's business (subject to the supervision and control of the Sole Member), including employees and agents who may be designated as officers with titles, including, but not limited to, "chairman," "chief executive officer," "president," "vice president," "treasurer," "secretary," "managing director," "chief financial officer," "assistant treasurer" and "assistant secretary" as and to the extent authorized by the Sole Member.
- 10. <u>Dissolution</u>. The Company shall be dissolved and its affairs wound up upon the first to occur of the following: (i) written consent of the Sole Member; (ii) the occurrence of an event with respect to the Sole Member causing a dissolution of the Company under the Act, or (iii) the entry of a decree of judicial dissolution under the Act.
- 11. <u>Amendments</u>. This Agreement may be amended only upon the written consent of the Sole Member.
- 12. <u>Miscellaneous</u>. The Sole Member shall not have any liability for the debts, obligations or liabilities of the Company except to the extent provided by the Act. This Agreement shall be governed by, and construed under, the laws of the State of California, without regard to conflict of law rules.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first set forth above.

RELIANCE INTERMEDIATE, INC., as Sole Member

Name: David C. Mussman

Title: Secretary

RELIANCE COMMUNICATIONS, LLC

Name: David C. Mussman

Title: Secretary