

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3023715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	08/28/2014		
CONVEYING PARTY DATA			
Name			Execution Date
EXTREME BROADBAND ENGINEERING L.L.C.			06/16/2014
RECEIVING PARTY DATA			
Name:	TIMES FIBER COMMUNICATIONS, INC.		
Street Address:	358 HALL AVENUE		
City:	WALLINGFORD		
State/Country:	CONNECTICUT		
Postal Code:	06492		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Patent Number:	D532385		
CORRESPONDENCE DATA			
Fax Number:	(202)772-5858		
<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>			
Phone:	202-772-5800		
Email:	yingram@blankrome.com		
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Address Line 4:	WASHINGTON, D.C. 20037		
ATTORNEY DOCKET NUMBER:	111429.00271		
NAME OF SUBMITTER:	PETER S. WEISSMAN		
SIGNATURE:	/PETER S. WEISSMAN/		
DATE SIGNED:	09/16/2014		
Total Attachments: 5			
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PATENT ASSIGNMENT NUNC PRO TUNC

This Patent Assignment (this "Assignment"), dated as of June 16, 2014 (the "Effective Date") by and between Extreme Broadband Engineering L.L.C., a limited liability company duly organized under and pursuant to the laws of the state of New Jersey and having a principal address at Gedi Corporate Park, 490 Highway 33 West, Millstone Township, New Jersey 08535-8114 (the "Assignor") and Times Fiber Communications, Inc., a corporation duly organized under and pursuant to the laws of the state of Delaware and having a principal address at 358 Hall Avenue, Wallingford, Connecticut 06492 (the "Assignee"). This Assignment is made pursuant to and in confirmation of the assignment of patent rights as set forth in the Asset Purchase and Sale Agreement dated June 16, 2014, by and between Assignor and Assignee (the "Asset Purchase and Sale Agreement").

WHEREAS, Assignor owns all right, title and interest in and to the patents and patent applications set forth in **Schedule A** attached hereto and made a part hereof, the inventions and embodiments disclosed therein, and any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon (the "Assigned Intellectual Property"); and

WHEREAS, Assignor delivers this Assignment to Assignee pursuant to the Asset Purchase and Sale Agreement; and

WHEREAS, Extreme Broadband Engineering L.L.C. changed its name on or about June 18, 2014 and is now known as Metaverse Management, LLC; and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor's right, title and interest in and to the Assigned Intellectual Property.

NOW, THEREFORE, for valuable consideration, and for the consideration set forth in the Asset Purchase and Sale Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably grants, sells, assigns, transfers, conveys, sets over and delivers, free of all encumbrances, and as applicable confirms the irrevocable sale, assignment, transfer, conveyance and delivery, free of all encumbrances, to Assignee, and Assignee agrees to accept all of Assignor's rights, title and interest in and to the Assigned Intellectual Property, including:
 - a. all original, reissued, and re-examined letters patents, and renewals and extensions thereof, that originate therefrom in the United States and in foreign countries; and
 - b. all rights to apply, all rights of priority, all continuation, divisional and continuation-in-part applications that may be filed therefor in the United States and in foreign countries; and

- c. all original, reissued, and re-examined letters patents, and renewals and extensions thereof, that may issue from said continuation, divisional, continuation-in-part and substitute applications; and
- d. all past, present and future causes of action, and the right to enforce any and all rights in the Assigned Intellectual Property, the inventions disclosed therein, any continuation, divisional, continuation-in-part, substitute patent application, reissued and/or reexamined letters patent, through either legal or administrative proceedings for past and future damages of any sort; the rights to all income derived from the Assigned Intellectual Property and/or the inventions disclosed therein, including the right to all unpaid royalties with respect to the use of the Assigned Intellectual Property and/or the inventions disclosed therein; and any and all interests, claims, and rights for damages, royalties, profits, settlements, and other awards by reason of any past, present or future infringement, and all other related causes of action, and the right to sue therefor, for Assignee's own use and behalf and for the use and behalf of its Affiliates, successors and assigns or other legal representatives.

2. The Assigned Intellectual Property are to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

3. Assignor hereby authorizes and requests the United States Patent and Trademark Office and any other governmental agencies having jurisdiction over the Assigned Intellectual Property to identify Assignee as the owner of all letters patents issuing from any applications pending related to the Assigned Intellectual Property. Assignor further hereby authorizes the United States Patent and Trademark Office and any patent office in any and all foreign countries to issue any and all patents related to the Assigned Intellectual Property, including any and all Certificates of Correction, to Assignee as the assignee of Assignor's entire right, title and interest in and to the same, for the sole use and behalf of Assignee, its successors, assigns, and/or legal representatives, from now through the full end of the term for which any additional patents may be granted.

4. As may be requested by Assignee or its designee or other legal representative from time to time after the date hereof, Assignor agrees to assist Assignee, or Assignee's successors, assigns, designees, nominees or other legal representatives, in a commercially reasonable manner, without further consideration, to (i) evidence, record, and perfect the assignment of the Assigned Intellectual Property and (ii) secure Assignee's rights in the Assigned Intellectual Property including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and similar instruments that Assignee deems necessary to assign and convey to Assignee, or Assignee's successors, assignees, designees, nominees or other legal representative, all right, title and interest in and to the Assigned Intellectual Property.

5. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by electronic mail or facsimile shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. No provision of this Assignment may be amended, supplemented, or modified except by a written instrument making specific reference hereto signed by all the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the Effective Date first written above by its duly authorized officer.

Extreme Broadband Engineering L.L.C.:

Date: 8/28/14

By: Jay Shapson
Jay Shapson
Manager

STATE OF NJ)

COUNTY OF monmouth)

On this 28th day of August, 2014, personally before me came Jay Shapson known to me, and known to me to be the persons described in and who signed the annexed Assignment, and being duly sworn, acknowledged that they executed the same.

NOTARY PUBLIC

DEBBY CHUDNOVSKY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 1/21/2018

Deby Chy
My Commission Expires: 1/21/2018

Times Fiber Communications, Inc.:

Date: _____

By: _____

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 2014, personally before me came _____ known to me, and known to me to be the persons described in and who signed the annexed Assignment, and being duly sworn, acknowledged that they executed the same.

NOTARY PUBLIC

My Commission Expires:

**SCHEDULE A
TO
PATENT ASSIGNMENT**

<u>Patent No.</u>	<u>Date of Patent</u>	<u>Description</u>
1. U.S. D532,385 S	Nov. 21, 2006	Video Amplifier