503729300 03/09/2016

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3775943

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CLINTON J. SMOYER	06/16/2009
ANDREW V. COOK	06/16/2009
JADE D. KERR	06/10/2009
MICHAEL P. MORRISSEY	06/16/2009
KEVIN M. MCBRIDE	06/16/2009

RECEIVING PARTY DATA

Name:	EMBARQ HOLDINGS COMPANY, LLC
Street Address:	1801 CALIFORNIA STREET, SUITE 900
City:	DENVER
State/Country:	COLORADO
Postal Code:	80202

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15056413

CORRESPONDENCE DATA

Fax Number: (303)268-0065

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: 303-268-0066

Email: phealy@sbiplaw.com

Correspondent Name: SWANSON & BRATSCHUN, L.L.C. Address Line 1: 8210 SOUTHPARK TERRACE Address Line 4: LITTLETON, COLORADO 80120

ATTORNEY DOCKET NUMBER:	020370-027200US
NAME OF SUBMITTER:	CHAD E. KING, #44,187
SIGNATURE:	/Chad E. King/
DATE SIGNED:	03/09/2016

Total Attachments: 7

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Michael P. Morrissey of 10001 Cody Street, Overland Park, KS 66214, United States; Jade D. Kerr of 3307 Charlotte, Kansas City, MO 64109, United States; Clinton J. Smoyer of 731 Chelsea Court, Raymore, MO 64083, United States; Andrew V. Cook of 10105 Sunset Drive, Lenexa, KS 66220, United States; and Kevin M. McBride of 206 West Cheyenne Street, Gardner, KS 66030, United States hereinafter referred to as the "Assignor," either singularly or collectively as appropriate, has made certain inventions in SYSTEM AND METHOD FOR UTILIZING A SECURED SERVICE PROVIDER MEMORY, hereinafter referred to as the "Inventions," invented by the Assignor and as, at least in part, disclosed, described, claimed, and/or intended to be in

United States or PCT	International Patent Application No.	,	
which was filed on			

hereinafter referred to as the "Application." In the event the application number and/or filing date of the Application are not known and/or written above at the time this Assignment is executed, the Assignor hereby authorizes and requests the firm of Woodard, Emhardt, Moriarty, McNett & Henry LLP of 111 Monument Circle, Suite 3700, Indianapolis, Indiana 46204-5137 to insert above the date and/or application number of the Application when officially known.

For good, valuable and sufficient consideration to the Assignor, the receipt of which is hereby acknowledged, the Assignor does hereby sell, assign and transfer unto Embarq Holdings Company, LLC, a Limited Liability Company of Delaware, having a principal place of business at 5454 W. 110th Street, Mail Stop KSOPKJ0701, Overland Park, KS 66211, United States, hereinafter referred to as the "Assignee,"

- (i) all of the entire worldwide right, title and interest in, to and under the Inventions,
- (ii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the Application,
- (iii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the portions, in whole or in part, of any and all applications based on or arising from the Inventions or the Application, including provisional, utility, design, international, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof, and
- (iv) all of the entire worldwide right, title and interest, together with all rights of priority and rights of action for infringement, in, to and under the portions, in whole or in part, of any and all patents based on or arising from the Inventions or the Application, including utility, design, international, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof.

in all countries, United States and foreign, and under any applicable treaty or convention, which include but are not limited to:

- (a) all past, present and future rights and privileges, legal, equitable and otherwise, including, to the extent permissible by law, rights and privileges related to the Assignor's attorney-client relationship.
- (b) all past, present and future causes of action, including causes of action for infringement and misappropriation, whether committed or accruing before, on or after the effective date of this assignment, and
- (c) all past, present and future remedies for damages and profits,

as related to the Inventions, the Application and the portions, in whole or part, of any and all applications or patents based on or arising from the Inventions or the Application, to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, the above, including items (i) through (iv) and (a) through (c), hereinafter referred to as the "Property and Related Rights."

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The Assignor hereby COVENANTS AND WARRANTS that the Assignor has not executed and shall not execute any writing or perform any act whatsoever conflicting with this Assignment. This covenant and warranty includes, but is not limited to, a representation to the Assignee that no assignment, grant, mortgage, license, encumbrance or other agreement affecting any portion, in whole or in part, of the Property and Related Rights has been made to any party by the Assignor, and that the full right and authority to convey the Property and Related Rights as herein expressed is possessed by the Assignor.

The Assignor hereby further COVENANTS AND WARRANTS that the Assignor will, without further consideration or payments to the Assignor but at the Assignee's expense, perform the following as relating to the Inventions, the Application and the portions of any and all applications or patents based on or arising from the Inventions or the Application in all countries, United States and foreign, and under any applicable treaty or convention:

- communicate any and all facts and information known to the Assignor respecting the Property and Related Rights to the Assignee and the Assignee's affiliates, legal representatives and successors;
- sign, execute and deliver any and all other papers necessary or desirable to perfect the title to all of the entire right and interest, together with all rights of priority in, to and under the Inventions, the Application and the portions, in whole or in part, of any and all applications or patents based on or arising from the Inventions or the Application, including all rightful oaths, declarations, assignments, powers of attorney and other related papers, in and for the use of the Assignee and the Assignee's affiliates, legal representatives and successors;
- (3) testify in any legal or quasi-legal proceedings regarding any and all facts known to the Assignor relating to the Property and Related Rights as requested by the Assignee and the Assignee's affiliates, legal representatives and successors;
- (4) act in the benefit of the Assignee, including not engaging in any acts resulting in intentional or unintentional waiver of attorney-client privileges, as relating to the Property and Related Rights without express written authorization by the Assignee, and, in the event that there is a waiver of attorney-client privileges, assert that any partial waiver of attorney-client privileges does not constitute a total waiver of attorney-client privileges; and
- (5) generally do everything reasonable to aid in securing, maintaining and enforcing proper protection for the Property and Related Rights in the Assignee and the Assignee's affiliates, legal representatives and successors.

The Assignor hereby agrees that any partial waiver of the Assignor's attorney-client rights and privileges as related to the Property and Related Rights, whether inadvertent, willful, past, present or future, will not constitute a total waiver of the Assignor's attorney-client rights and privileges.

The Assignor hereby authorizes and requests the Honorable Commissioner for Patents to issue any aforesaid patent to the Assignee and the Assignee's affiliates, legal representatives and successors.

This Assignment embodies the complete agreement between the parties and shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws of the United States, and in particular in accordance with the laws of the State of Kansas, without reference to the conflict of laws principles thereof. It is further understood that Assignor consents to the courts of Kansas in connection with any dispute arising under the Assignment.

If any provision of this Assignment shall be ruled invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions of this Assignment, which remaining portions shall continue in full force and effect as if this Assignment had been executed with the invalid portion eliminated.

This Assignment is hereby made effective as of the last day of execution, or effective as of the conception date of the Inventions if earlier.

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WITNESS Assignor's hand this 162 de	iy of Janes		20 <u>07</u> .
		P. Morrissey	
STATE OF KANSAS COUNTY OF JOHNSON			
Before me, a Notary Public, in and for t Assignor, Michael P. Morrissey, who acknowledged the execution thereof as their therein set forth and expressed.	executed the foreg	oing Assignment in n	ny presence and
WITNESS my hand and Notarial Seal this	day of	<u>48/5</u>	, 20 <u>0</u> 5
A CHRISTIE M. SMOYER	Notary Public:	<u>luota M</u>	8nog
Notary Public - State of Kennas My Appt. Expires October 12, 2009	Printed Name:	HRISTE M	Smo/Gr
	Resident of	<u>(ASS</u>	County, Missoukii
My Commission Expires:			•
DCT0888 12, 2005			

Page 3 of 7

WITNESS Assignor's hand this //	lay of 💃	vae	,20 <i>C</i> 9.
		Line Gille	» 3
	Jade D. Ke		
STATE OF KANSAS COUNTY OF JOHNSON)):\$\$		
Before me, a Notary Public, in and for Assignor, Jade D. Kerr, who executed the execution thereof as their free and voluntary expressed.	foregoing Assign set and deed to	mment in my presence for the uses and purpo	ee and acknowledged the
WITNESS my hand and Notarial Seal this	day of (JIWE	2009
	Notary Pul	olic Delissa	Kelerduin
MELISSA K. HERDUIN Motary Public, State of Kansas May Appl. Sup. 6-26-30/6	Printed Na	me: <u>Melissa</u>	K. Herduin
	Resident o	r <u>Johnso</u>	County
My Commission Expires:			
8-24-3010			

, Ali	SOLL NAME OF L		
WITNESS Assignor's hand this/644 day	of	~ L	. 20 <u>/</u> 9
(Cinton J. Smo		5
STATE OF KANSAS COUNTY OF DHAISON)):SS		
Before me, a Notary Public, in and for the Assignor, Clinton J. Smoyer, who executed the the execution thereof as their free and voluntary and expressed.	e foregoing Assign ry act and deed	gnment in my presen- for the uses and purp	ce and acknowledged loses therein set forth
WITNESS my hand and Notarial Scal this $\overline{\mathcal{M}}$	day of	JUNE	, 20 <u>O</u> °)
(a. CHRISTIE M. SMOYER)	Notary Public:	OHRISTIE M	Smarise
My Appl. Expires October 12, 2009	Printed Name:	Quon 1	groz-
	Resident of	CASS	County
			3 B : 8 × ∞ ∞ : √2 1
My Commission Expires:			Missone

WITNESS Assignor's hand this da	y of	1650xe	, 26 <u>78°</u> 1.
	And	Hrw V. Cook	
STATE OF KANSAS COUNTY OF JOHNSON)):8	SS	
Before me, a Notary Public, in and for the Assignor, Andrew V. Cook, who executed the the execution thereof as their free and volunt and expressed.	a foreș	going Assignment in my presence :	and acknowledged
WITNESS my hand and Notarial Seal this 16	<u>t≒</u> da;	yof Juse	<u>, 2006</u> .
		ary Public: Childhauth	
CHRISTIE M. SMOYER Notary Public - State of Kareas	Prir	nted Name: <u>CHRISTIE M S</u>	MOYER.
My Appt. Expires October 12, 2009	Res	ident of CASS	County ,
My Commission Expires:			County / MUSSOLIES
OCTORER 12 2007			

A3	SIGNMENT		
WITNESS Assignor's hand this \(\frac{\lambda^{\text{s}}}{\text{day}}\)	of <u>UNE</u>	, 20 <u></u> \$\$	
	and Kevin M. McBride		
	and Kevin M. McBride		
STATE OF KINSAS COUNTY OF JOHNSON)): \$\$		
COUNTY OF JOHNSON):55		
Before me, a Notary Public, in and for the Assignor, and Kevin M. McBride, who exacknowledged the execution thereof as their fritherein set forth and expressed. WITNESS my hand and Notarial Seal this	ecuted the foregoing A ee and voluntary act and	ssignment in my presence and deed for the uses and purposes	
	Notary Public:	otell Brog	
A CHRISTIE M. SMOYER Notary Public - State of Kanass My Appt. Expires October 12, 2009	Printed Name: CHE	STIE M SHOWER	
	Resident of	ASS County MISSO	
My Commission Expires:		Missof	2.5
October 12, 2009			

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RECORDED: 03/09/2016