

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5046127

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HAMILTON RELAY, INC.	06/13/2018
NEDELCO, INC.	06/13/2018
RECEIVING PARTY DATA	
Name:	CAPTEL, INC.
Street Address:	450 SCIENCE DRIVE
City:	MADISON
State/Country:	WISCONSIN
Postal Code:	53711
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9324324
Patent Number:	9444934
Patent Number:	9571638
Patent Number:	9654628
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	cheryl.clark@quarles.com
Correspondent Name:	QUARLES & BRADY LLP
Address Line 1:	411 E WISCONSIN AVENUE
Address Line 4:	MILWAUKEE, WISCONSIN 53202
ATTORNEY DOCKET NUMBER:	920197.00016
NAME OF SUBMITTER:	ROWAN P. SMITH
SIGNATURE:	/Rowan P. Smith/
DATE SIGNED:	07/11/2018
Total Attachments: 4	
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PATENT DEED OF ASSIGNMENT

THIS PATENT DEED OF ASSIGNMENT ("Assignment") is between Hamilton Relay, Inc., an affiliate of The Hamilton Telephone Company d/b/a Hamilton Telecommunications, and Nedelco, Inc. parent company to The Hamilton Telephone Company (collectively, "Hamilton") and Captel, Inc. ("CTI") and executed as of the 13th day of June, 2018.

A. Hamilton and CTI are parties to that certain Captel Service Exclusive Supply Agreement dated August 8, 2003 and the Supplemental Agreement to the Captel Service Exclusive Supply Agreement dated February 15, 2011 (the "Agreement") pursuant to which, among other things, Hamilton is obligated to assign to CTI certain Patent Rights, as defined below.

B. This document effects and evidences the assignment to CTI of Hamilton's rights, title and interest in and to the Patent Rights for recording in the United States Patent and Trademark Office and in the office of any patent office throughout the world in which the Patent Rights or then filed, issued, or pending.

NOW, THEREFORE, in consideration for the foregoing premises, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. **ASSIGNMENT.** This assignment is made effective *nunc pro tunc* the earliest filing date of each patent document identified below. Hamilton hereby assigns, conveys, grants and transfers to CTI all of Hamilton's rights, title and interest in and to the following, together with all intellectual property rights in the same (collectively referenced as the "Patent Rights") for CTI's own use and enjoyment, and for the use and enjoyment of CTI's successors and assigns, as entirely as the same would have been held and enjoyed by Hamilton if this Assignment had not been made:

(a) List of issued patents:

U.S. Patent 9,324,324;

U.S. Patent 9,444,934;

U.S. Patent 9,571,638; and

U.S. Patent 9,654,628.

(b) Any other patents granted or applications pending in any jurisdiction worldwide, foreign or domestic, claiming priority to the above U.S. Patents;

(c) the right to claim in its own name any priority right to which the inventor(s) named under the foregoing patents or patent applications, or anyone claiming under

that named inventor(s), may be entitled, including without limitation any and all rights under the provision of any and all international conventions or treaties;

- (d) all patent applications that may claim priority from, or rely on, any of the foregoing patents and patent applications, including without limitation all divisional applications, continuation applications, continuation-in-part applications, and all foreign counterpart applications;
- (e) all patents resulting or issuing from, or granted based on, any of the foregoing, including without limitation any and all reissues, renewals, extensions, patent term restoration thereof and any amended foreign patents corresponding or based on any of the foregoing; and
- (f) the right to sue for past, present or future infringement of any patent described above, and to enjoin others from future infringement of any such patent, and to collect damages and any and all amounts as compensation therefor.

2. AUTHORIZATION AND REQUEST TO USPTO AND PATENT AUTHORITIES.

Hamilton hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the patent authority of any country in which any of the foregoing patents or patent applications are filed, issued, or pending to issue to CTI, for its sole use and benefit, all patents described in paragraph 1 that may be granted hereafter to the full end of the respective terms for which the patents described in paragraph 1 may be granted, the same as they would have been held and enjoyed by Hamilton had this assignment not been made.

3. FURTHER ASSURANCES. Hamilton must execute, acknowledge and deliver, or cause the same to be done, at any time and from time to time upon CTI's written request, without further consideration, any further lawful documents and any further assurances, and take further reasonable and lawful actions, that CTI deems reasonably necessary to fully secure, evidence, and perfect its rights, benefits, title and interests in and to the Patent Rights. To that end, Hamilton must do such other acts as may be required by the patent authorities of any country to file and prosecute the applications comprising the Patent Rights in CTI's (and its successors') name and as may be necessary, desirable or convenient to secure and maintain for the benefit of CTI, its successors, assigns and legal representatives or nominees, the rights, title and interest in the Patent Rights.

4. INTEGRATION; GOVERNING LAW. This Assignment is being made pursuant to and subject to the terms of the Agreement, including the representations, warranties, disclaimers, and limitations set forth therein and will be further construed in accordance with the patent laws of the United States of America.

In witness whereof, Hamilton has caused this Assignment to be executed by its duly authorized representative as of the date written above.

Hamilton Relay, Inc., an affiliate of
The Hamilton Telephone Company d/b/a
Hamilton Telecommunication

By: [Signature]
Name: Dixie Wedek
Title: Vice President
Date: June 13, 2018

Captel, Inc.

By: [Signature]
Name: Jayne Turcotte
Title: Vice President
Date: June 14, 2018

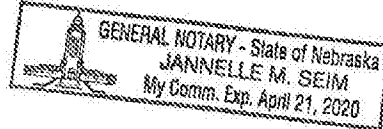
Nedelco, Inc., parent company to The Hamilton Telephone Company

By: [Signature]
Name: John Nelson
Title: President / CEO
Date: June 13, 2018

STATE OF NEBRASKA)
COUNTY OF Hamilton) :ss.

On this day, Dixie Ziedler personally appeared, and known by me to be the Vice President of Hamilton Relay, Inc. and personally known by me to be the one who executed the foregoing instrument in that capacity, and subscribed the same in my presence, and acknowledged the same to be his free act and deed, before me.

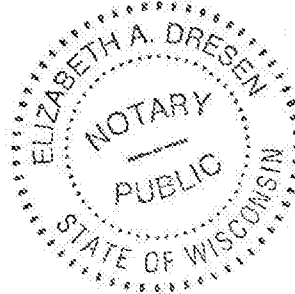
Jannelle M. Seim
Notary Public
My Commission Expires: April 21, 2020



STATE OF WISCONSIN)
COUNTY OF Dane) :ss.

On this day, Jayne Turner personally appeared, and known by me to be the Vice President of Captel, Inc. and personally known by me to be the one who executed the foregoing instrument in that capacity, and subscribed the same in my presence, and acknowledged the same to be his free act and deed, before me.

Elizabeth A. Dresen
Notary Public
My Commission Expires: 6.13.2021



STATE OF Nebraska)
COUNTY OF Hamilton) :ss.

On this day, John Nelson personally appeared, and known by me to be the President / CEO of Nedelco, Inc. and personally known by me to be the one who executed the foregoing instrument in that capacity, and subscribed the same in my presence, and acknowledged the same to be his free act and deed, before me.

Jannelle M. Seim
Notary Public
My Commission Expires: April 21, 2020

