

508518430 04/26/2024

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PAT1194848

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
LEVEL 3 COMMUNICATIONS, LLC		04/24/2024
RECEIVING PARTY DATA		
Company Name:	SANDPIPER CDN, LLC	
Street Address:	251 Little Falls Drive	
City:	Wilmington	
State/Country:	DELAWARE	
Postal Code:	19808	
PROPERTY NUMBERS Total: 102		
Property Type	Number	
Patent Number:	10476984	
Patent Number:	9021112	
Patent Number:	7373644	
Patent Number:	9338227	
Patent Number:	10771541	
Patent Number:	6185598	
Patent Number:	6654807	
Patent Number:	7054935	
Patent Number:	8478903	
Patent Number:	8281035	
Patent Number:	8468245	
Patent Number:	8683076	
Patent Number:	8572208	
Patent Number:	8291046	
Patent Number:	8296396	
Patent Number:	8572210	
Patent Number:	7945693	
Patent Number:	8060613	
Patent Number:	7949779	
Patent Number:	8473613	

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PATENT
REEL: 067244 FRAME: 0690

Property Type	Number
Application Number:	09612598
Application Number:	09930975
Application Number:	60325177
Application Number:	16413316
Patent Number:	9203636
Patent Number:	10116738
Patent Number:	10911531
Patent Number:	7860964
Patent Number:	8645517
Patent Number:	7822871
Patent Number:	10296941
Patent Number:	7110984
Patent Number:	6611812
Patent Number:	6389538
Patent Number:	6226618
Patent Number:	7487128
Patent Number:	6398245
Patent Number:	8180708
Patent Number:	7590866
Patent Number:	7206748
Patent Number:	6389403
Patent Number:	6859791
Patent Number:	7269564
Patent Number:	6263313
Patent Number:	6574609
Patent Number:	7346580
Patent Number:	7962413
Patent Number:	7962750
Patent Number:	6983371
Patent Number:	6587837
Patent Number:	7228437
Patent Number:	7383228
Patent Number:	6418421
Patent Number:	6959288
Patent Number:	7188085
Patent Number:	8719886
Patent Number:	8595778
Patent Number:	9762692

PATENT
REEL: 067244 FRAME: 0691

Property Type	Number
Patent Number:	10218806
Patent Number:	10924573
Patent Number:	8930538
Application Number:	11932316
Application Number:	09470684
Application Number:	61113941
Application Number:	61042412
Patent Number:	8533143
Patent Number:	9426244
Patent Number:	9185158
Patent Number:	8156066
Patent Number:	9509784
Patent Number:	9596170
Patent Number:	11153201
Patent Number:	10097451
Patent Number:	10572446
Patent Number:	9594761
Patent Number:	9722885
Patent Number:	10432481
Patent Number:	11038773
Patent Number:	9503333
Patent Number:	9391847
Patent Number:	9992075
Patent Number:	10382289
Patent Number:	10841179
Patent Number:	10462252
Patent Number:	11032387
Patent Number:	10348848
Patent Number:	9591047
Patent Number:	9749381
Application Number:	61043663
Application Number:	16793308
Application Number:	61829438
Application Number:	61863716
Application Number:	62057762
Patent Number:	10924579
Patent Number:	10979387
Patent Number:	11463520

PATENT
REEL: 067244 FRAME: 0692

Property Type	Number
Application Number:	62545336
Application Number:	17222142
Application Number:	62726831
Application Number:	17958355
Application Number:	62956612
Application Number:	09982721

CORRESPONDENCE DATA

Fax Number: 8164215547
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: (816)474-6550
Email: IPDOCKET@SHB.COM,JJIMENEZ@SHB.COM
Correspondent Name: Shook, Hardy & Bacon LLP
Address Line 1: 2555 GRAND BLVD
Address Line 4: KANSAS CITY, MISSOURI 64108

ATTORNEY DOCKET NUMBER:	43656.409797
NAME OF SUBMITTER:	Jessica Osorio Jimenez
SIGNATURE:	Jessica Osorio Jimenez
DATE SIGNED:	04/26/2024

Total Attachments: 8
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Exhibit 2.5

ASSIGNMENT AGREEMENT

This Assignment Agreement (the “Agreement”) is made and entered into this 24rd day of April, 2024 (the “Execution Date”), by Level 3 Communications, LLC, a company formed under the laws of the State of Delaware, having its registered office at 100 CenturyLink Drive, Monroe, LA 70201 (“Assignor”) and Sandpiper CDN, LLC, a limited liability company formed under the laws of the State of Delaware, having its registered office at 251 Little Falls Drive, Wilmington, DE 19808 (“Assignee”).

RECITALS

A. Assignor is the owner of (select as appropriate) of the patents as set forth on Appendix A hereto (the “Patents”).

B. Assignor and Assignee have agreed by way of a purchase agreement (the “Purchase Agreement”) dated April 24, 2024, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, and assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patents as specified in this Agreement. In the event of any conflict between the terms of this Patent Assignment Agreement and the referenced Purchase Agreement, the terms of the Purchase Agreement shall prevail,

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, and the covenants and agreements in this Assignment, Assignor and Assignee agree as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, privilege, title and interest in, to and under the Patents and in the case of patent applications in and to any patents that may issue therefrom, including, in all instances, any counterparts of any of the foregoing in any jurisdiction throughout the world, and any and all divisions, continuations, reissues or reexaminations of any of the foregoing, and, further, all applications for industrial property protection, including without limitation, all applications for patents, utility models, and designs which may hereafter be filed for any inventions described in said Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the inventions and the Patents under the laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, in each instance the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages, information, rendering of accounts, destruction of infringing goods, payments, royalties, income or other remuneration (hereinafter “Damages”) now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) by reason of past, present and future infringements of the Patents or other rights being assigned hereunder, along with the right to sue for, counterclaim, recover and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives. Assignee hereby accepts this assignment.

2. Insofar as this assignment concerns European patents and patent applications, Assignor does hereby declare that it is the owner of said Patents and that Assignor has assigned same, along with all rights and duties appurtenant thereto, to Assignee and agree that the assignment will be recorded in the register with the European Patent Office and/or national patent offices; and Assignee hereby declares that Assignee has agreed to the assignment of the aforementioned Patents to it and that Assignee will simultaneously apply for recording

of the assignment in the register with the European Patent Office and/or national patent offices.

3. Assignor hereby authorizes and requests the Commissioner for Patents of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

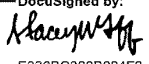
4. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining the Patents in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.

5. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

6. Assignor hereby acknowledges and agrees that all of the rights, title and interest in and to the Patents sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages, information claims, claims for rendering of accounts, claims for destruction of infringing goods, and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

7. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

IN WITNESS WHEREOF, the Parties have executed this Assignment on the Execution Date written at April 24, 2024.

Assignor:
DocuSigned by:

By: E336B6388B024F2...
Name: Stacey Goff
Title: Executive VP & Chief Legal Officer

Assignee:
DocuSigned by:

By: 8043D18D42D04BF...
Name: Mark Chen
Title: General Counsel

APPENDIX A
THE PATENTS

SELLER FILE NO.	STATUS	SERIAL NO.	DATE FILED	PATENT NO.
0023-US-01	Abandoned	09982721	10/18/01	
0023-US-C1	Expired	15433942	2/15/17	10,476,984
0023-US-D1	Expired	12050648	3/18/08	9,021,112
0031-US-01	Expired	09969437	10/2/01	7,373,644
0031-US-C1	Expired	12048669	3/14/08	9,338,227
0031-US-C2	Expired	15149394	5/9/16	10,771,541
0090-US-01	Expired	09021506	2/10/98	6,185,598
0090-US-C01	Expired	10004430	12/6/01	6,654,807
0090-US-C02	Expired	10095811	3/13/02	7,054,935
0090-US-C03	Expired	11065412	2/23/05	8,478,903
0090-US-C04	Expired	11441253	5/26/06	8,281,035
0090-US-C05	Expired	11806147	5/30/07	8,468,245
0090-US-C06	Expired	11806152	5/30/07	8,683,076
0090-US-C07	Expired	11806153	5/30/07	8,572,208
0090-US-C08	Expired	11806154	5/30/07	8,291,046
0090-US-C09	Expired	11980686	10/31/07	8,296,396
0090-US-C10	Expired	11980356	10/31/07	8,572,210
0090-US-C11	Expired	11980684	10/31/07	7,945,693
0090-US-C12	Expired	11980401	10/31/07	8,060,613
0090-US-C13	Expired	11980689	10/31/07	7,949,779
0090-US-C14	Expired	13108063	5/16/11	8,473,613
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N/A	Abandoned	09930975	8/17/01	
0093-US-C1	Expired	11932162	10/31/07	9,203,636
0093-US-C2	Expired	14954092	11/30/15	10,116,738
0093-US-C3	Expired	16174160	10/29/18	10,911,531
0093-US-I1	Expired	11976648	10/26/07	7,860,964
0093-US-I2	Expired	12978537	12/24/10	8,645,517
0093-US-U1	Issued	10259497	9/30/02	7,822,871
N/A	Expired	60325177	9/28/01	
0109-US-01	Issued	12114167	5/2/08	10,296,941
0109-US-C1	Abandoned	16413316	5/15/19	
0109-CA-01	Issued	2,720,736	4/24/09	2720736
0109-CH-01	Issued	09739498.5	4/24/09	2272301
0109-DE-01	Issued	09739498.5	4/24/09	602009061401.0
0109-EP-01	Issued	09739498.5	4/24/09	2272301
0109-FR-01	Issued	09739498.5	4/24/09	2272301
0109-GB-01	Issued	09739498.5	4/24/09	2272301
0109-IE-01	Issued	09739498.5	4/24/09	2272301
0109-LU-01	Issued	09739498.5	4/24/09	2272301
0109-MC-01	Issued	09739498.5	4/24/09	2272301
0132-US-01	Expired	09711747	11/13/00	7,110,984
N/A	Expired	09376102	8/17/99	6,611,812

N/A	Expired	09177096	10/22/98	6,389,538
0119-US-01	Expired	09133519	8/13/98	6,226,618
N/A	Expired	11247098	10/11/05	7,487,128
0122-US-01	Expired	09203307	12/1/98	6,398,245
N/A	Expired	11184308	7/18/05	8,180,708
N/A	Expired	11255354	10/21/05	7,590,866
0135-US-01	Expired	09209440	12/10/98	7,206,748
N/A	Expired	09397419	9/17/99	6,389,403
0129-US-01	Expired	09711596	11/13/00	6,859,791
N/A	Expired	09201475	11/30/98	7,269,564
0120-US-01	Expired	09201622	11/30/98	6,263,313
N/A	Expired	09152756	9/14/98	6,574,609
N/A	Expired	09938401	8/23/01	7,346,580
N/A	Expired	12098776	4/7/08	7,962,413
N/A	Expired	11674489	2/13/07	7,962,750
N/A	Expired	09711431	11/13/00	6,983,371
0127-US-01	Expired	09203315	12/1/98	6,587,837
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N/A	Expired	11201809	8/11/05	7,383,228
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N/A	Expired	09241276	2/1/99	6,959,288
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0136-US-U2	Issued	12604678	10/23/09	8,595,778
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0137-HK-01	Issued	11111689.0	10/31/11	1157466
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0137-DE-02	Issued	11825742.7	9/12/11	602011036306.9
0137-FR-02	Issued	11825742.7	9/12/11	2616951
0137-GB-02	Issued	11825742.7	9/12/11	2616951
0137-CA-I1	Issued	2,811,210	9/12/11	2811210
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0137-EP-I1	Issued	11825742.7	9/12/11	2616951
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0137-US-I1-C1	Issued	15645584	7/10/17	10,218,806
0137-US-I1-C2	Issued	16284791	2/25/19	10,924,573
0137-US-U1	Issued	12408681	3/21/09	8,930,538
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0462-US-C1	Issued	15457753	3/13/17	10,572,446
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0471-US-U2	Issued	14454608	8/7/14	9,503,333
0471-US-U3	Issued	14454615	8/7/14	9,391,847
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0539-JP-01	Issued	2017-071261	3/31/17	6219547
0539-TW-01	Issued	106111882	4/10/17	1627845

0539-SG-01	Pending	11201808412P	1/3/17	
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0637-CH-01	Issued	18766084.0	8/14/18	3669529
0637-DE-01	Issued	18766084.0	8/14/18	602018030602.1
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0659-US-C1	Abandoned	17222142	4/5/21	
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0689-US-C1	Abandoned	17958355	10/1/22	
0689-US-U1	Issued	16859918	4/27/20	11,463,520
0689-JP-01	Issued	2022-539295	4/27/20	7318899
0689-HK-01	Pending	62023072328.5	4/27/20	
0689-AU-01	Pending	2020417157	4/27/20	
0689-EP-01	Pending	20729264.0	4/27/20	
0689-KR-01	Pending	10-2022-7026771	4/27/20	
0689-MY-01	Pending	PI2022003456	4/27/20	
0689-SG-01	Pending	11202250843J	4/27/20	
0689-US-P1	Expired	62956612	1/2/20	