

9-14-98

09-23-1998

SHEET

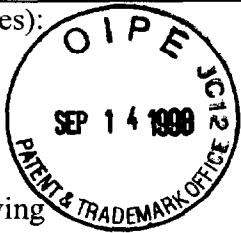


100836453

To the Honorable commissioner of

Please record the attached original documents of copy

## 1. Name of conveying party(ies):

Peter Higgins  
Jafal J. JazwierskiAdditional name(s) of conveying  
party(ies) attached? \_\_\_\_\_ Yes ☒ No

## 2. Name and address of receiving party(ies):

Name: Excel Switching Corporation

Street Address: 255 Independence Drive

City: Hyannis

State: MA Zip: 02601

Additional name(s) & address(es)  
attached? \_\_\_\_\_ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment  
\_\_\_\_\_ Merger  
\_\_\_\_\_ Security Agreement  
\_\_\_\_\_ Change of Name  
\_\_\_\_\_ Other

Execution Date: August 25, 1998

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution  
date of the application is:A. Patent Application No.(s)  
09/107,152

B. Patent No. (s)

Additional numbers attached? \_\_\_\_\_ Yes ☒ No5. Name and address of party to whom  
correspondence concerning document should be  
mailed:

09/18/1998 PSTANDAC 00000014 09107152

Name: Rita M. Rooney  
Cesari and McKenna, LLP  
Street Address: 30 Rowes Wharf

City: Boston State: MA Zip: 02110

6. Total number of applications and  
patents involved:..... 1

7. Total fee (37 CFR 3.41) ..... \$40.00

☒ Enclosed\_\_\_\_\_ Authorized to be charged to deposit  
account8. Deposit account no. 03-1237 (Attach duplicate  
copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true  
copy of the original document.*

Rita M. Rooney

Name of Person Signing

Signature

9/14/98

Date

Total number of pages comprising cover sheet: 1

PATENT  
REEL: 9459 FRAME: 0963

## ASSIGNMENT

Whereas We, Peter Higgins, who reside at 16 Luscombe Lane, Sandwich, MA 02563, and Rafal J. Jazwierski, who reside at 248 Camp Street, West Yarmouth, MA 02673, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled METHOD AND APPARATUS FOR NON-DISRUPTIVE ADDITION OF A NEW NODE TO AN INTER-NODAL NETWORK, identified by Cesari and McKenna File No. 104005-0056, the specification of which was filed on June 29, 1998, and accorded Serial Number 09/107,152; and

Whereas Excel Switching Corporation, whose address is 255 Independence Drive, Hyannis, MA 02601, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer, and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed

by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

8/25/98

Date

Peter Higgins  
Peter Higgins, Inventor

Commonwealth of Massachusetts )

County of Barnstable ) ss.

On this 25 day of August, 1998, before me appeared Peter Higgins, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Alan Ward  
Notary Public  
my Commission expires: 8/04/98

[seal]

[signatures continued on page 3]

08/25/98

Date

Rafal Jazwierski

Rafal J. Jazwierski, Inventor

Commonwealth of Massachusetts )  
)ss.

County of Barnstable

On this 25<sup>th</sup> day of August, 1998, before me appeared Rafal J. Jazwierski, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Chloe Maciel

Notary Public

my commission expires: 8/04/03

[seal]