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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

10-22-98

100865317

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Daniel J. Kerns, Paul M. Elliott,
Dieter H. Natkemper

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 9/3/98, 10/6/98

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

Name: DSC Telecom L.P.

Address: 1000 Coit Road

Plano, Texas 75075

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

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

A. Patent Application No. 08/985,387

Title: Distributed Telecommunications Switching
System and Method

Filed Date: December 4, 1997

08,985,387

B. Patent No(s):

Additional numbers attached? Yes No

If this document is being filed together with a new application, the execution date of the application is: _____

5. Name and address of party to whom
correspondence concerning document should
be mailed:

Name: Warren S. Wolfeld, Esq.

Address: Fliersler, Dubb, Meyer & Lovejoy

Four Embarcadero Center, Suite 400

San Francisco, CA 94111

Telephone: (415) 362-3800

6. Total Number of applications and patents
involved: 1 \$40.00 each

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

Check Enclosed

8. Fee Authorization. Authorization is given to charge
any additional fees or credit any
overpayment to Deposit Account
No. 06-1325.

Copy. (A duplicate copy of this authorization is
not enclosed.)

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.*

Slade E. Smith 40.00
Attorney (Reg. No.: 37,447)

Slade E. Smith
Signature

Oct. 19, 1998
Date

10. Total number of pages to be recorded: 5 (1 page cover sheet and 4 page document).

10/30/1998 DMUYEN 00000201 08985387

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ASSIGNMENT

WHEREAS, I, one of the undersigned joint inventors, of residence as listed, having invented certain new and useful improvements as below entitled, for which application for United States Letters Patent is made, said application having been executed on the date set forth below; and

WHEREAS, DSC Telecom L.P. (hereinafter referred to as "Assignee"), a Texas limited partnership, with an address of 1000 Coit Road, Plano, Texas 75075, desires to acquire our entire right, title and interest in and to the invention, and in and to the said application and any Letters Patent that may issue thereon;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we assign to Assignee, all right, title and interest in and to said invention and in and to said application and all patents which may be granted therefor, and all divisions, reissues, continuations, continuations-in-part and extensions thereof; and we hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention, or patents resulting therefrom, insofar as our interest is concerned, to Assignee.

We also assign to Assignee, all right, title and interest to the invention disclosed in said application throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world including all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and we further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee.

We will communicate to Assignee any facts known to us respecting any improvements; and, at the expense of Assignee, we will testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make lawful oaths and declarations, and generally do everything possible to vest title in Assignee and to aid Assignee to obtain and enforce proper protection for said invention in all countries.

This Assignment shall be binding on the parties' successors, assigns and legal representatives.

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

(1) Daniel J. Kerns,
a resident of Petaluma, Sonoma County, California; and

(2) Paul M. Elliott,
a resident of Jenner, Sonoma County, California; and

(3) Dieter H. Nattkemper,
a resident of Rohnert Park, Sonoma County, California;

have invented certain new and useful improvements in:

DISTRIBUTED TELECOMMUNICATIONS SWITCHING SYSTEM AND METHOD

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

1. On the Date of Execution of Declaration for Patent Application set forth below adjacent to my signature;

Or

2. Said application having SC/Serial Number 08/985,387 and filed on the December 4, 1997.

WHEREAS DSC Telecom L.P. (hereinafter termed "Assignee"), a Texas Limited Partnership, a corporation of the State of Delaware, having a place of business at 1000 Coit Road, Plano, Texas 75075, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country,

including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date of acknowledgement before the Notary Public as given below and delivered this instrument to said Assignee.

Dated: _____

(1) _____
Daniel J. Kerns

Dated: _____

(2) _____
Paul M. Elliott

Dated: Oct. 6/98

(3)  _____
Dieter H. Nattkemper