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12-08-1998



100915397

ASSIGNMENT RECORDATION COVER SHEET
-PATENTS ONLY-

To: Honorable Commissioner of Patents and Trademarks:

Please record the attached original document(s) or copy thereof.

1. Name of conveying party:
a) **ZEXEL CORPORATION**

2. Name and address of receiving party:
a) Name: **VISTEON TECHNOLOGIES, LLC**
Address: **5500 Auto Club Drive**
Dearborn, Michigan 48126

3. Nature of conveyance
 Assignment Merger
 Security Agreement Change of Name
 Other _____ License Agreement

Execution Date: **August 31, 1998**

4. Application Number(s) or Patent Number(s): **08/923,502**

5. Please send all correspondence concerning this (these) documents to:

Joseph M. Villeneuve
BEYER & WEAVER, LLP
P.O. Box 61059
Palo Alto, CA 94306
Tel. No.: (510) 843-6200
Fax No.: (510) 843-6203

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 Account No. 50-0388
(Order No. _____)

8. 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.

Date: November 30, 1998

Joseph M. Villeneuve
Registration No. 37,460

12/08/1998 INBUYEN 00000039 08923502

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Attorney Docket No. **VISTP025**

(Revised 01/96)

PATENT
REEL: 9616 FRAME: 0889

ASSIGNMENT

Whereas, ZEXEL CORPORATION, OF 3-6-7, SHIBUYA, SHIBUYA-KU, TOKYO 150-8360 JAPAN, hereinafter referred to as "Assignor", is the owner of an entire right, title and interest in United States Patents/Patent Applications of which numbers are shown on the attached "Schedule of U.S. Patents"

Whereas, VISTEON TECHNOLOGIES, LLC OF 5500 AUTO CLUB DRIVE, DEARBORN, MI 48126 U.S.A., hereinafter referred to as "Assignee", desire to acquire the entire right, title, and interest of the Assignor in the said U.S. Patents/Patent Applications;

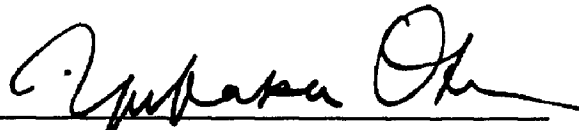
Now, therefore, for valuable consideration, receipt of which is hereby acknowledged, the above-named Assignor hereby sells, assigns and transfers to the above-named Assignee, its successors and assigns, the entire right, title and interest in the said U.S. Patents/Patent Applications, and any reissues or re-examinations thereof, together with all claims for damages by reason of past infringement of the said U.S. Patents/Patent Applications with the right to Assignee to sue for and collect the same for their own use and enjoyment.

Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

Assignor further covenants that upon request by the Assignee, Assignor will promptly provide to Assignee all pertinent facts and documents relating to the invention claimed in the said U.S. Patents/Patent Applications and legal equivalents as may be known and accessible to Assignor, and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers instruments or affidavits required to apply for, obtain, maintain, issue and enforce the said U.S. Patents/Patent Applications which may be necessary by Assignee.

Date: August 31, 1998

ZEXEL CORPORATION



Yutaka Ota
President

PATENT
REEL: 9616 FRAME: 0890

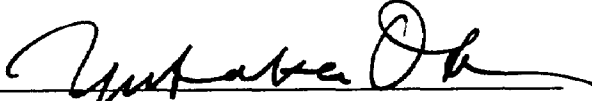
Schedule of U.S. Patents

U.S. Patent Applications

Serial No.	08/528,075	Serial No.	08/786,839
Serial No.	08/601,216	Serial No.	08/816,107
Serial No.	08/720,507	Serial No.	08/923,502
Serial No.	08/722,305	Serial No.	08/992,528
Serial No.	08/726,152	Serial No.	08/992,621
Serial No.	08/731,371	Serial No.	09/049,803
Serial No.	08/741,093	Serial No.	09/063,570
Serial No.	08/753,483	Serial No.	09/071,077
Serial No.	08/754,484	Serial No.	09/116,161
Serial No.	08/761,868	Serial No.	09/126,933
Serial No.	08/771,020	Serial No.	09/131,045
Serial No.	08/784,204		-----

Date: August 31, 1998

ZEXEL CORPORATION



Yutaka Ota
President

Schedule of U.S. Patents

U.S. Patents

Patent No. 5,262,775
Serial No. 07/864,515

Patent No. 5,414,630
Serial No. 08/128,836

Patent No. 5,283,575
Serial No. 07/789,287

Patent No. 5,430,655
Serial No. 08/091,688

Patent No. 5,291,412
Serial No. 07/856,716

Patent No. 5,477,220
Serial No. 07/866188

Patent No. 5,291,413
Serial No. 07/868,411

Patent No. 5,508,931
Serial No. 08/280,031

Patent No. 5,291,414
Serial No. 07/868,483

Patent No. 5,515,283
Serial No. 08/263,604

Patent No. 5,297,028
Serial No. 07/750,655

Patent No. 5,550,538
Serial No. 08/331,677

Patent No. 5,303,159
Serial No. 07/869,141

Patent No. 5,608,635
Serial No. 08/341,518

Patent No. 5,311,434
Serial No. 07/922,606

Patent No. 5,680,312
Serial No. 08/477,495

Patent No. 5,339,246
Serial No. 07/852,651

Patent No. 5,712,788
Serial No. 08/385,611

Patent No. 5,343,400
Serial No. 07/863,282

Patent No. 5,731,978
Serial No. 08/480,759

Patent No. 5,359,529
Serial No. 07/884,749

Patent No. Des. 364,840
Serial No. 29/006,397

Patent No. 5,374,933
Serial No. 08/000,950

Patent No. Des. 397,046
Serial No. 29/078,084

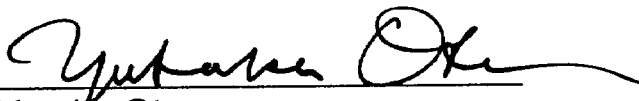
Patent No. 5,377,113
Serial No. 08/056,912

Date: August 31, 1998

Patent No. 5,390,123
Serial No. 07/896,145

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Patent No. 5,402,120
Serial No. 08/108,975



Yutaka Ota
President