

To: Honorable Commissioner of Patents and Trademarks:

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

- Name of conveying party:
 a) ZEXEL CORPORATION
- 2. Name and address of receiving party:
 - a) Name: Address:

VISTEON TECHNOLOGIES, LLC 5500 Auto Club Drive Dearborn, Michigan 48126

3. Nature of conveyance

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Assignment
Security Agreement
Other

Merger Change of Name License Agreement

Execution Date: August 31, 1998

- 4. Application Number(s) or Patent Number(s): **09/063,570**
- 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): **<u>\$40.00</u>**

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

Joseph M. Villeneuve Registration No. 37,460

12/10/1998 JSHNBAZZ 00000071 09063570 01 FC:581 40.0

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Attorney Docket No. VISTP027

(Revised 01/96)

REEL: 0623 FRAME: 0209 REEL: 9623 FRAME: 0209

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

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Yutaka Ota President

REEL: 00923 FRAME: 0210 REEL: 9623 FRAME: 0210

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.	
Serial No.			09/063,570
	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

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President

Schedule of U.S. Patents

U.S. Patents

Patent No. 5,262,775	Patent No. 5,414,630		
Serial No. 07/864,515	Serial No. 08/128,836		
Patent No. 5,283,575	Patent No. 5,430,655		
Serial No. 07/789,287	Serial No. 08/091,688		
Patent No. 5,291,412	Patent No. 5,477,220		
Serial No. 07/856,716	Serial No. 07/866188		
Patent No. 5,291,413	Patent No. 5,508,931		
Serial No. 07/868,411	Serial No. 08/280,031		
Patent No. 5,291,414	Patent No. 5,515,283		
Serial No. 07/868,483	Serial No. 08/263,604		
Patent No. 5,297,028	Patent No. 5,550,538		
Serial No. 07/750,655	Serial No. 08/331,677		
Patent No. 5,303,159	Patent No. 5,608,635		
Serial No. 07/869,141	Serial No. 08/341,518		
Patent No. 5,311,434	Patent No. 5,680,312		
Serial No. 07/922,606	Serial No. 08/477,495		
Patent No. 5,339,246	Patent No. 5,712,788		
Serial No. 07/852,651	Serial No. 08/385,611		
Patent No. 5,343,400	Patent No. 5,731,978		
Serial No. 07/863,282	Serial No. 08/480,759		
Patent No. 5,359,529	Patent No. Des. 364,840		
Serial No. 07/884,749	Serial No. 29/006,397		
Patent No. 5,374,933	Patent No. Des. 397,046		
Serial No. 08/000,950	Serial No. 29/078,084		
Datant No. 5 277 112			
Patent No. 5,377,113 Serial No. 08/056,912	Date: August 31, 1998		
Patent No. 5,390,123	ZEXEL CORPORATION		
Serial No. 07/896,145	\bigcirc		

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Yutaka Ota President

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RECORDED: 12/07/1998

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