

FORM PTO-1595 (Rev. 6-93)

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To the Honorable Commissioner of

ached original documents or copy thereof.

100939993

1. Name of conveying party(ies):

Roger Charlton
Daniel G. Fletcher
Charles A. Giebner

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



2. Name and address of receiving party(ies)

Name: Alcatel

Internal Address:

Street Address: 54 rue La Boetie

75008 Paris, FRANCE

City: State: ZIP:

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: November 3 and 4, 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)

09/168,391

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: R. Kent Roberts

Internal Address: Ware, Fressola, Van Der Sluys & Adolphson LLP

Street Address: Bradford Green, Building Five

12/10/1998 MAIL ROOM 10000013 09168391 O. Box 224

FC:581

40.00 DP

City: Monroe State: CT ZIP: 06468

6. Total number of applications and patents involved:

1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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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.

R. Kent Roberts, Reg. #40,786

Name of Person Signing

R. Kent Roberts

Signature

Dec. 2, 1998

Date

Total number of pages including cover sheet, attachments, and document:

5

ASSIGNMENT AND AGREEMENT

FOR VALUE RECEIVED, We, **ROGER CHARLTON**, a citizen of the United Kingdom and residing at 2444 Rome Jones Road, Newton, North Carolina 28658, **DANIEL G. FLETCHER**, a citizen of the United States of America and residing at 622 35th Street N.E., Conover, NC 28613, and **CHARLES A. GIEBNER**, a citizen of the United States of America and residing at 757 Sixth Avenue S.W., Hickory, NC 28602, hereby sell, assign and transfer to **ALCATEL**, a corporation duly organized and existing under the laws of France, and having a principal place of business at 54 rue La Boétie, 75008 Paris, France, as assignee, and its successors, assigns and legal representatives, the entire right, title and interest, for all countries in and to certain inventions relating to improvements in a **METHOD AND APPARATUS FOR CONTROLLING THE SHAPE AND POSITION OF A DEFORMABLE OBJECT**, which is described in an application for Letters Patent of the United States, which was filed with the U.S. Patent and Trademark Office on October 6, 1998, and which has been assigned U.S. Serial No. 09/168,391; and all the rights and privileges under any and all Letters Patent that may be granted therefrom.

Each of us requests that any and all patents for said inventions be issued to said assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

Each of us agrees that, when requested, we will, without charge to said assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in said assignee, its successors, assigns and legal representatives or nominees.

Each of us authorizes and empowers the said assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the Convention of Paris for the Protection of Industrial Property, as amended, or by convention which may henceforth be substituted for it, or the Patent Cooperation Treaty, as amended, and to invoke and claim such right of priority without further written or oral authorization from any of us.

Each of us hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said assignee or nominee to claim the aforesaid benefit of the right of priority provided by the

Convention of Paris for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it or the Patent Cooperation Treaty, as amended.

Each of us covenants with said assignee, its successors and assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that we have full right to convey the same as herein expressed.

Signed at Claremont, North Carolina this third
day of November, 1998.

Roger Charlton
ROGER CHARLTON

Signed in our presence and acknowledged to be an assignment of the application (invention) herein above referred to.

Witness James David Pappas, Jr. Date 11/03/98

Witness Wm. J. ... Date 11/03/98

Signed at Claremont North Carolina this third
day of November, 1998.

Daniel G. Fletcher
DANIEL G. FLETCHER

Signed in our presence and acknowledged to be an assignment of the application (invention) herein above referred to.

Witness Glenn David Probst, Jr Date 11/03/98

Witness Wmurg Date 11/03/98

Signed at Clermont North Carolina this forth day of November, 1998.

Charles A. Giebner
CHARLES A. GIEBNER

Signed in our presence and acknowledged to be an assignment of the application (invention) herein above referred to.

Witness Wmurg Date 11/4/98

Witness J.D. Full Jr Date 11/4/98