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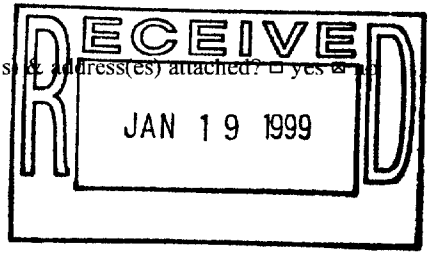
U.S. Department of Commerce
Patent and Trademark Office

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

1. Name of conveying party(ies):
1) James L. Richards
2) Preston Jett
3) Larry W. Fullerton
4) Lawrence E. Larson
5) David A. Rowe

Additional name(s) of conveying party(ies) attached? yes no

2. Name and address of receiving party(ies):
Name: Time Domain Corporation
Street Address: 6700 Odyssey Drive, Suite 100
City: Huntsville State: AL Zip Code: 35806
Country:
Additional name(s) & address(es) attached? yes no



3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date(s): 1) 1/14/99, 2) 1/14/99, 3) 1/14/99,
4) 1/13/99 and 12/2/98

4. Application number(s) or patent number(s): 09/146,524

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

A. Patent Application No(s). B. Patent No(s).

Additional numbers attached? yes no

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Sterne, Kessler, Goldstein & Fox P.L.L.C.**

Internal Address: c/o Donald J. Featherstone

Street Address: 1100 New York Ave., N.W.
Suite 600

City: Washington State: D.C. Zip Code: 20005-3934

6. Total number of applications and patents involved 1

7. Total fee (37 C.F.R. § 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to Deposit Account

8. Deposit Account Number: 19-0036

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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.

Donald J. Featherstone
Name of Person Signing
Registration No. 33,876

Signature

1/19/99
Date

Total number of pages including cover sheet, attachments and document 5

OMB NO. 0651-0011 (exp.4/94)

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventor(s): 1) James L. Richards, 2) Preston Jett, 3) Larry W. Fullerton, 4) Lawrence E. Larson, and 5) David A. Rowe, the undersigned inventors hereby sell and assign to Time Domain Corporation (the Assignee) their entire right, title and interest, including the right to sue for and collect for all past, present and future damages:

check applicable box(es) for the United States of America (as defined in 35 U.S.C. § 100),
 and throughout the world,

(a) in the invention(s) known as Precision Timing Generator System and Method for which application(s) for patent in the United States of America has (have) been executed by the undersigned inventor(s) on 1) January 14, 1999, 2) January 14, 1999, 3) January 14, 1999, 4) January 13, 1999, and 5) December 2, 1998 (also known as United States Application No. 09/146,524, filed September 3, 1998), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application(s) listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application(s) or Letters Patent(s) therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application(s) listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application(s), and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application(s), including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable; all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.


The undersigned inventor(s) agree(s) to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.


The undersigned inventor(s) hereby represents that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor(s) hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; Samuel L. Fox, Esquire, Registration No. 30,353; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbalà, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; and Michael Q. Lee, Esquire, Registration No. 35,239, of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C.

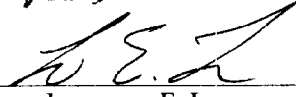
20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date(s) opposite his/her name(s).

Date: Jan. 14, 1999 Signature of Inventor: 
James L. Richards

Date: 1/14/99 Signature of Inventor: 
Preston Jett

Date: 1/14/99 Signature of Inventor: 
Larry W. Fullerton

Date: 1/13/99 Signature of Inventor: 
Lawrence E. Larson

Date: _____ Signature of Inventor: _____
David A. Rowe

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Date: _____ Signature of Inventor: _____
James L. Richards

Date: _____ Signature of Inventor: _____
Preston Jett

Date: _____ Signature of Inventor: _____
Larry W. Fullerton

Date: _____ Signature of Inventor: _____
Lawrence E. Larson

Date: 12-2-98 Signature of Inventor: *David A. Rowe*
David A. Rowe