

2.25.99

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To the Honorable Commissioner of Patents and Trademarks: Please _____ thereof.

1. Name of conveying party(ies):

Prakash Appanna, Hamid Baradaran, Hans
Christian Mogensen, Jim Lotz

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

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

Name: Alcatel USA Sourcing, L.P.

Address: 1000 Coit Road

Plano, Texas 75075-5813

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 29, 1999

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

A. Patent Application No.: 09/201,676

Title: Asymmetrical Digital Subscriber Line
(ADSL) Signal Traffic and Non-ADSL
Traffic Discriminator

Filed Date: November 30, 1998

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: Fliesler, Dubb, Meyer & Lovejoy

Four Embarcadero Center, Suite 400

San Francisco, CA 94111

Telephone: (415) 362-3800

02/25/1999 DNGUYEN 00000133 09201676

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

Lee Hsu

Attorney (Reg. No.: 39,716)

Signature

Date

Lee Hsu
2/22/99

10. Total number of pages to be recorded: 7 (1 page cover sheet and 6 page document).

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

(1) Prakash Appanna,
a resident of 3324 Santa Rosa Avenue, #G4, Santa Rosa, CA 95407; and

(3) Hamid Baradaran,
a resident of 51 Aaron Drive, Novato, CA 94949; and

(4) Hans Christian Mogensen,
a resident of 2974 Bay Village Circle, #2039, Santa Rosa, CA 95403;

(5) Jim Lotz,
a resident of 4441 Summerfield Drive, Napa, CA 94558;

have invented certain new and useful improvements in:

**ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SIGNAL TRAFFIC
AND NON-ADSL TRAFFIC DISCRIMINATOR**

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 09/201,676 and filed on November 30, 1998.

WHEREAS Alcatel USA Sourcing, L.P. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 1000 Coit Road, Plano, Texas 75075-5813, 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.

(1) 
Prakash Appanna

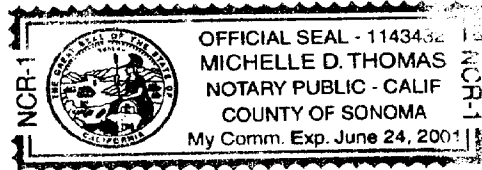
State of California
County of Sonoma

On January 29, 1999 before me, Michelle D. Thomas, Notary Public
(name and title of officer)

personally appeared Prakash Appanna, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Michelle D. Thomas



(2) Hamid Baradaran
Hamid Baradaran

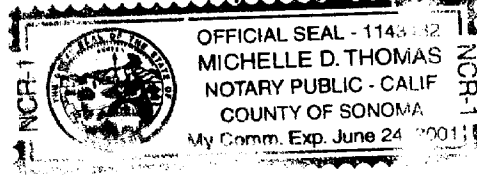
State of California
County of Sonoma

On January 29, 1999 before me, Michelle D. Thomas, Notary Public
(name and title of officer)

personally appeared Hamid Baradaran personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Michelle D. Thomas



(3) Hans Christian Mogensen
Hans Christian Mogensen

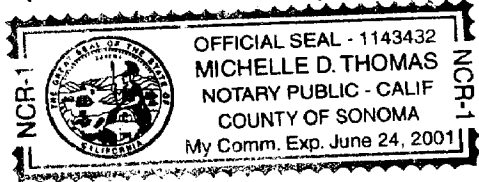
State of California
County of Sonoma

On January 29, 1999 before me, Michelle D. Thomas Notary Public
(name and title of officer)

personally appeared Hans Christian Mogensen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Michelle D. Thomas



(4)

Jim Lotz

State of California
County of Sonoma

On January 29, 1999 before me, Michelle D. Thomas, Notary Public
(name and title of officer)

personally appeared Jim Lotz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Michelle D. Thomas

