	.28-1999 EDARTMENT OF COMMERCE			
FORM PIO-1595 (modified) NECOND.	U.S. DEPARTIMENT OF COMMERCE			
10	1156528 The original documents or copy thereof.			
	Name Elastic Networks Inc.			
Additional name(s) of conveying party(ies) attached?	Internal Address:			
	Street Address: 6120 Windward Parkway, Suite 100			
3. Nature of conveyance:	City: <u>Alpharetta,</u> State: <u>Georgia</u>			
XX Assignment Merger Security Agreement Change of Name Other	ZIP: <u>30005</u>			
Execution Date: May 24, 1999	Additional name(s) & address(es) attached? No			
4. Application number(s) or patent number(s): If this document is being filed together with a new application. A. Patent Application No.(s) 08/640,705	tion, the execution date of the application is: B. Patent No.(s) 5,912,895			
Additional numbers attached? No				
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: $\underline{1}$			
Name: Brian J. McNamara	7. Total fee (37 C.F.R. § 3.41) \$40.00			
Internal Address: <u>FOLEY & LARDNER</u>	XX Enclosed			
Street Address: 3000 K Street, N.W., Suite 500	Authorized to be charged to deposit account			
City: <u>Washington</u> , State: <u>D.C.</u> ZIP: <u>20007</u>	8. Deposit account number: 19-0741			
	(Attach duplicate copy of this page if paying by deposit account)			
9/27/1999 HTHAI1 00000216 08640705 DO NOT USE THIS SPACE				
To the best of my knowledge and belief, the foregoing information the original document.	on is true and correct and any attached copy is a true copy of			
Name of Person Signing Signature	Le Reusia Date 24, 1999			
Total number of pages including cover sheet, attachments, and document: 5				

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

PATENT

REEL: 010262 FRAME: 0282

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT, made as of the 12th day of May, 1999, from **Nortel Networks Inc.**, a corporation organized under the laws of Delaware, having a principal place of business at Northern Telecom Plaza, 200 Athens Way, Nashville, Tennessee 37228-1397, U.S.A. (hereinafter referred to as "Assignor") to **Elastic Networks Inc.**, a corporation organized under the laws of Delaware, having a place of business at 6120 Windward Parkway, Suite 100, Alpharetta, Georgia 30005, U.S.A. (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in the patents and/or applications identified on Schedule A attached hereto and the inventions therein contained (hereinafter collectively, the "Patents"); and

WHEREAS, Assignee is desirous of acquiring the Patents; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey and assign unto Assignee Assignor's entire right, title and interest in and to the Patents, in the United States and all jurisdictions outside the United States, including the right to apply for any letters patent in any and all such jurisdictions on any inventions contained in said Patents, and any and all other applications for letters patent on said inventions, in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or upon said applications, and any and all letter patent that may issue thereon, in any and all such jurisdictions, and any and all reissues, extensions, renewals, divisions or continuations of letters patent granted for said inventions upon said application, to the full end of the term or terms for which said letters patent may be issued, and every priority right that is or may be predicated upon or arise from said inventions, said applications and said letters patent, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment not been made, together with all claims for damages by reason of past infringement of said Patents or misappropriation of any inventions contained in said Patents, with the right to sue and collect the same for its own use or for the use of its successors and assigns.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all of the Patents to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Patent Assignment, and to issue to Assignee or as Assignee may direct all letters patent and other items referred to above which may issue with respect to any patent application included in the Patents, in accordance with this Patent Assignment.

PATENT REEL: 010262 FRAME: 0283 Assignor will take, or cause to be taken, all such other and further action, and will execute and deliver, or cause to be executed and delivered, to Assignee and its successors and assigns, all further documents, as may reasonably be requested by Assignee in order to effect the assignment contemplated hereby, including without limitation to enable Assignee and its successors and assigns to file applications for the inventions covered by the Patent in any country where it (or they) may elect to file such applications, and that may be necessary to vest in Assignee and its successors and assigns, the title herein conveyed or intended so to be, and to enable such title to be recorded in the United States and other countries where such application or applications may be filed.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be executed by their respective proper officers thereunto duly authorized, as of the date first above written.

HIDDIGITOR.
NORTEL NETWORKS INC.
By:// Name: Michael Pangia
Name: Michael Pangia
Title: Vice President, Finance, Sales
and Business Development
. I. II A . '
STATE OF North Carolina;

COUNTY OF Durhan } ss:

ASSIGNOR.

Before me, the undersigned, a Notary Public of the State of North Caroline, personally appeared Michael Pangia, having been sworn by me according to law did depose and say he was the Vice President, Finance, Sales and Business Development of Nortel Networks Inc. (the "Assignor") and did acknowledge the execution of the foregoing Patent Assignment on behalf of said Assignor.

WITNESS my hand and notarial seal this Alay of May, 1999.

SUSAN K. TEDRICK, NOTARY PUBLIC WAKE COUNTY, NORTH CAROLINA MY COMMISSION EXPIRES 10/03/99.

ASSIGNEE:

ELASTIC NETWORKS INC.

By:_______Name: Guy D. Gill
Title: President

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Assignor will take, or cause to be taken, all such other and further action, and will execute and deliver, or cause to be executed and delivered, to Assignee and its successors and assigns, all further documents, as may reasonably be requested by Assignee in order to effect the assignment contemplated hereby, including without limitation to enable Assignee and its successors and assigns to file applications for the inventions covered by the Patent in any country where it (or they) may elect to file such applications, and that may be necessary to vest in Assignee and its successors and assigns, the title herein conveyed or intended so to be, and to enable such title to be recorded in the United States and other countries where such application or applications may be filed.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be executed by their respective proper officers thereunto duly authorized, as of the date first above written.

ASSIGNOR: NORTEL NETWORKS INC.
By:
Name: Michael Pangia
Title: Vice President, Finance, Sales
and Business Development
STATE OF }
} ss:
COUNTY OF }
Before me, the undersigned, a Notary Public of the State of, personally appeared Michael Pangia, having been sworn by me according to law did depose and say he was the Vice President, Finance, Sales and Business Development of Nortel Network Inc. (the "Assignor") and did acknowledge the execution of the foregoing Patent Assignment on behalf of said Assignor.
WITNESS my hand and notarial seal this day of May, 1999.

Name: Guy D. Gill

ELASTIC/NETWORKS INC.

ASSIGNEE:

Title: President

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Schedule A

Patents and/or Applications

<u>Patent</u>	Registration No./ Application No. and Jurisdiction	Registration Date/ Application Date
Information Network Access Apparatus and Methods Communicating Information Packets via Telephone Lines	U.S.:08/640705	May 1, 1996
Information Network Access Apparatus and Methods Communicating Information Packets via Telephone Lines	PCT: CA96/00601 Designating Australia, Canada, Europe and Japan	September 11, 1996 (Publication No. WO97/41667 dated November 6, 1997)
Information Network Access Apparatus and Methods Communicating Information Packets via Telephone Lines	Europe (EPO): 96929149.1	October 23, 1998
Information Network Access Apparatus and Methods Communicating Information Packets via Telephone Lines	Australia: 68675/96	September 11, 1996
Information Network Access Apparatus and Methods Communicating Information Packets via Telephone Lines	Canada: 2,253,373	September 11, 1996
Information Network Access Apparatus and Methods Communicating Information Packets via Telephone Lines	Japan: 9-538411	September 11, 1996

PATENT
RECORDED: 09/24/1999 REEL: 010262 FRAME: 0286