

10-25-1999



101181106

U.S. Department of Commerce
Patent and Trademark Office
PATENT

10/20/99

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ **New**

☐ **Resubmission (Non-Recordation)**
Document ID#

☐ **Correction of PTO Error**
Reel # Frame #

☐ **Corrective Document**
Reel # Frame #

Conveyance Type

☒ **Assignment** ☐ **Security Agreement**

☐ **License** ☐ **Change of Name**

☐ **Merger** ☐ **Other**

U.S. Government
(For Use ONLY by U.S. Government Agencies)

☐ **Departmental File** ☐ **Secret File**

Conveying Party(ies)

☐ **Mark if additional names of conveying parties attached**

Name (line 1) Execution Date
Month Day Year

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

☐ **Mark if additional names of receiving parties attached**

☐ **If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)**

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

10/22/1999 NTHA11 00000295 29027169
01 FC1581 360.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

PATENT
REEL: 010321 FRAME: 0186

Correspondent Name and Address

Area Code and Telephone Number (212) 735-2203

Name Diane J. Kasselmann

Address (line 1) Skadden, Arps, Slate, Meagher & Flom LLP

Address (line 2) 919 Third Avenue

Address (line 3) New York, New York 10022

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

4

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

29027169 29100347 29100348
29100349

Patent Number(s)

5146489 5666403 5784436
5699414 D366484

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved.

9

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 360.00

Method of Payment:
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐ No ☐

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. Charges to deposit account are authorized, as indicated herein.

Diane J. Kasselmann



October 19, 1999

Name of Person Signing

Signature

Date

PATENT ASSIGNMENT

WHEREAS, TT Systems Corp., a New York corporation ("TT Systems"), is the owner of the patents, patent registrations, and patent applications set forth on Schedule A attached hereto (the "Patents");

WHEREAS, pursuant to an Asset Purchase Agreement dated as of July 29, 1999, by and among TT Systems LLC, a Delaware limited liability company ("Assignee"), TT Systems, Daniel Leitman and Valerie Leitman (together with TT Systems, the "Sellers") (the "Asset Agreement"), Sellers agreed to cause TT Systems to execute and deliver to Assignee at Closing, assignments of all Intellectual Property Assets (as defined in the Asset Agreement), including, without limitation, all Intellectual Property Assets listed in Section 3.22 of the Sellers Disclosure Letter (as defined in the Asset Agreement).

NOW, THEREFORE, effective as of the date hereof, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TT Systems does hereby assign unto Assignee, its successors and assigns all of its right, title, and interest in and to:

- (i) the Patents set forth on Schedule A hereto and all national applications which may result from any regional applications, including but not limited to any Patent Cooperation Treaty Applications or European Patent Applications, including all country designations thereof;
- (ii) all reissues divisions, reexaminations, continuations, continuations-in-part, or extensions of the foregoing Patents;
- (iii) all causes of actions, claims and demands or other rights for, or arising from, any infringement, including the right to sue for any past, present or future infringement of the Patents and related claims, including the right to sue for injunctive relief and to collect damages; and
- (iv) all rights corresponding thereto throughout the world.

From time to time after the date hereof, at the request of the other party hereto (which for such purposes, shall include any successor to such party or to substantially all its assets), and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be duly executed by its authorized officer as of October 1, 1999.

TT Systems Corp.

By: 

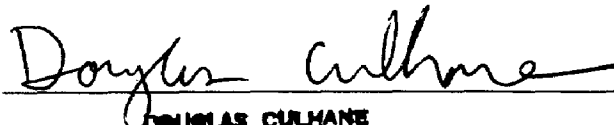
Name: Daniel Leitman

Title: President

STATE OF NEW YORK)
) ss.:
COUNTY OF New York)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Daniel Leitman personally known to me to be the President of TT Systems Corp., appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument pursuant to authority granted to him/her by said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 29 day of September, 1999.


DOUGLAS CULHANE
Notary Public, State of New York
No. 01CU5031200
Qualified in Kings County
Commission Expires Aug. 1, 2000

Notary Public

My commission expires: Aug. 1, 2000

**Schedule of Patents Owned by
TT Systems Corp.**

Patents:

TTS Patents for use in fax switches and automatic telephone recorder:

- 5,146,489
- 5,666,403
- 5,784,436
- 5,699,414

Design Patents:

- 366,484; for telephone set; Date of Patent January 23, 1996
- Application 29/027,169: for Telephone set; allowance date August 8, 1995

Patent Applications:

Design Patent Applications:

- 29100347: Caller ID display without variable extending stand; filed January 25, 1999
- 29100348: angled stand for Caller ID display device; filed January 25, 1999
- 29100349: corner indicator for Caller ID display device; filed January 25, 1999

Patent Licenses:

- Patent License Agreement between Lucent Technologies Inc. and TT Systems Corporation, effective as of November 1, 1996 relating to data display devices
- Settlement and License Agreement, effective as of July 12, 1999, between Phonetel Communications, Inc. and Hashimoto Corporation (Japan) and TT Systems Corp. pending filing with a court of competent jurisdiction.