

## 04-10-2000

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10131148	SHEET 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.
Name of conveying party(ies):     Thomas A. Austin; Matthew K. Meeker;     Stephen S. Greer; Dwayne C. Green  Additional name(s) of conveying party(ies) attached? _ Yes X No	Name and address of receiving party(ies):      Name: Alcatel USA Sourcing, L.P.  Address: 1000 Coit Road  Plano, Texas 75075
3. Nature of conveyance:	
X_AssignmentMergerSecurity AgreementChange of NameOther  Execution Date:01/12/00; 02/01/00; 03/03/00	Additional name(s) & address(es) attached? Yes _X_ No
<ul> <li>Application number(s) or patent number(s):</li> <li>A. Patent Application No.: 09/001,617</li> <li>Title: WEATHERPROOF DESIGN FOR REMOTE TRANSCEIVER</li> </ul>	B. Patent No(s).:
Filed Date: 12/31/97  Additional numbers attact  If this document is being filed together with a new application, the	ched? Yes _X_ No he execution date of the application is: _??
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Brian I. Marcus, Esq.  Address: Fliesler, Dubb, Meyer & Lovejoy  Four Embarcadero Center, Suite 400  San Francisco, CA 94111  Telephone: (415) 362-3800	<ul> <li>6. Total Number of applications and patents involved: 1 X \$40.00 each</li> <li>7. Total fee (37 CFR 3.41)\$ 40.00</li> <li>X Check Enclosed</li> <li>8. Fee Authorization. Authorization is given to charge any additional fees or credit any overpayment to Deposit Account No. 06-1325.</li> <li>Copy. (A duplicate copy of this authorization is not enclosed.)</li> </ul>
9. Statement and signature.  To the best of my knowledge and belief, the foregoing copy is a true copy of the original document.	g information is true and correct and any attached
Brian I. Marcus Attorney (Reg. No.: 34,511) Signature	March 6, 2000 Date

10. Total number of pages to be recorded: \_7\_ (1 page cover sheet and \_6\_ page document).

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Attorney Docket No.: DSCC0577WSW/BIM

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## JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

- (1) Thomas A. Austin, a resident of Occidental, California, and
- (2) Matthew K. Meeker, a resident of Santa Rosa, California; and
- (3) Stephen S. Greer, a resident of Santa Rosa, California; and
- (4) Dwayne C. Green, a resident of Santa Rosa, California,

have invented certain new and useful improvements in:

## WEATHERPROOF DESIGN FOR REMOTE TRANSCEIVER

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

On the Date of Execution of Declaration for Patent Application set forth below adjacent to my signature;

Or

2. X Said application having SC/Serial Number 09/001,617 and filed on the 31st day of December, 1997.

WHEREAS <u>Alcatel USA Sourcing, L.P.</u> (hereinafter termed "Assignee"), a corporation of the State of <u>Texas</u>, having a place of business at <u>1000 Coit Road</u>, <u>Plano</u>, <u>State of Texas</u>, 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

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PATENT REEL: 010659 FRAME: 0040 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.

- Said Inventors hereby jointly and severally covenant and agree to cooperate with 2. 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.

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IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date of acknowledgment before the Notary Public as given below and delivered this instrument to said Assignee.

(1) Alorman A. Austin

State of a L. Fornia

County of Sone may be fore me, Robert N. Fost

(name and title of officer)

personally appeared from the Australia 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/shothey executed the same in his/he/their authorized capacity(ies), and that by his/he/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the incommendation of the entity upon behalf of which the person(s) acted, executed the incommendation of the entity upon behalf of which the person(s) acted, executed the incommendation of the entity upon behalf of which the person(s) acted, executed the incommendation of the entity upon behalf of which the person(s) acted, executed the incommendation of the entity upon behalf of which the person(s) acted, executed the incommendation of the entity upon behalf of which the person(s) acted, executed the incommendation of the entity upon behalf of which the person(s) acted, executed the incommendation of the entity upon behalf of which the person(s) acted, executed the incommendation of the entity upon behalf of which the person of the entity upon behalf of which the person of the entity upon behalf of which the person of the entity upon behalf of which the person of the entity upon behalf of which the person of the entity upon behalf of which the person of the entity upon behalf of which the person of the entity upon behalf of which the person of the entity upon behalf of which the person of the entity upon behalf of which the person of the entity upon behalf of which the person of the entity upon behalf of which the person of the entity upon behalf of which the person of the entity upon

Signature

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(2) Matthew K. Meeker

State of California	)		
County of Sonomy	)		
on February 1,	before me, Michelle	D. Thomas,	Notary Public
personally appeared Matthew K.	Marker (name personally known to me (or prov	and title of officer) ed to me on the basis o	of satisfactory evidence)
to be the person(s) whose name(s) is/are executed the same in his/her/their autho	subscribed to the within instrum	ent and acknowledged	I to me that <u>he/</u> she/they
person(s), or the entity upon behalf of wh			~
WITNESS my hand and official seal.		m. Exp. June 24, 2001	Wy Com
Signature Mille D-	ttakean	T HUBD - DIBLIG YE	HOTON COU
signature 1 VI NV VV 10	Much	AL SEAL - 1143432 IL	WICHE WICHE

Stephen S. Greer

State of CALIFORNIA

County of

SONOWA

Da NAN 12, 2000 before me, NOELE CRUSE

Notary Public

personally appeared (CASE) personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/ore subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les), 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

Moelle C. Cruso

NOELLE C. CRUSE Commission # 1208791 Notary Public - California Sonoma County

y Comm. Expires Jan 22, 2003

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on AN. 12, 2000 before me, OELE CRUE Starty Purpersonally appeared Described Starty Record to me on the basis of satisfactory evidence) to be the person(e) whose name(e) is/arc, subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ins), 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 scal.

Signature

NOELLE C. CRUSE Commission # 1208791 Notary Public - California Sonoma County

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> **PATENT** REEL: 010659 FRAME: 0045