



U.S. PTO 09/541796 03/31/00

To the Honorable Commissioner of

101332670

ed original documents or copy thereof.

1. Name of conveying party(ies): Hitoshi Hayahsi

2. Name and address of receiving party(ies): NIPPON TELEGRAPH AND TELEPHONE CORPORATION

3. Nature of conveyance: X Assignment Merger Security Agreement Change of Name Other

Internal Address: Street Address: 20-2 Nishi-Shinjuku 3-chome Shinjuku-ku, Tokyo 163-1419 JAPAN

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: March 17, 2000

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

5. Name and address of party to whom correspondence concerning document should be mailed: ERIC S. HYMAN BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN

6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41) \$40.00 8. Deposit account number: 02-2666

DO NOT USE THIS SPACE

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. ERIC S. HYMAN, ESQ. REG. NO. 30,139

04/25/2000 TT0M11 00000055 09541796 01 FC:581 40.00 DP

ASSIGNMENT

Know all men by these presents

THAT WHEREAS....., I, Hitoshi Hayashi, a citizen of Japan and an engineer, residing at c/o NIPPON TELEGRAPH AND TELEPHONE CORPORATION, 20-2 Nishi-Shinjuku 3-chome, Shinjuku-ku, Tokyo 163-1419, Japan

have made an invention in certain improvements in Phase Sifter, Attenuator, and Nonlinear Signal Generator described in an application executed by me on March 17, 2000 and about to be filed in the United States Patent Office on Serial Number ; and

WHEREAS,

NIPPON TELEGRAPH AND TELEPHONE CORPORATION

a corporation duly organized and existing under the laws of ~~the~~ State of Japan and having a place of business at ~~Commonwealth of~~ 3-1 Otemachi 2-chome, Chiyoda-ku, Tokyo 100-8116, Japan

for the benefit of itself, its successors and assigns, all inclusively hereinafter referred to as the Assignee, is desirous of acquiring the entire right, title and interest in and to the said invention, the said application, all inventions disclosed in said application, and any and all Letters Patent of the United States and of all other countries which may be granted for the said invention or inventions, or any of them;

Now, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to me paid by the said Assignee, the receipt whereof is hereby acknowledged, I do hereby sell, assign and transfer to the said Assignee the entire right, title and interest in and to the said invention, inventions, and application, including all priority rights arising therefrom, all inventions disclosed in said application, and any and all Letters Patent of the United States, and of all other countries, together with the right to apply for such Letters Patent, which may be granted for the said invention, inventions or any of them.

To HAVE, HOLD AND ENJOY the said inventions, the said application, and the said Letters Patent, to said NIPPON TELEGRAPH AND TELEPHONE CORPORATION its successors and assigns, to its and their own use and behoof to the full end of the term or terms for which the said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by myself had this assignment and sale not been made.

AND I HEREBY authorize and request the Commissioner of Patents of the United States and the appropriate officers of all foreign patent offices to issue any and all Letters Patent which may be granted on the said application or applications above referred to, or for the said inventions, or any of them, to the said Assignee in accordance with the terms of this instrument.

AND I hereby agree to execute and sign without further consideration any other legal document and any other assignments and any divisional, continuing, renewal, reissue or other application in and for all patents that may be appropriate and may be deemed necessary by the Assignee fully to secure to the said Assignee its interests as aforesaid in and to the said invention or any part thereof and in and to the said patents or any of them.

AND I further covenant and agree that I will at any time upon request communicate to the said Assignee, its successors, assigns or other legal representatives, any facts known to me relating to the said invention and any patent that may be granted thereon, and will testify as to the same in any interference or litigation when requested to do so.

AND I do hereby covenant for me and my legal representatives that I have not hitherto assigned or granted any license to make, use or sell said invention, and that I will not henceforth purport to assign, license or execute any instrument to that effect in conflict with this assignment.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 17th day of March, 2000 .

Hitoshi Hayashi
.....
Hitoshi Hayashi

UNITED STATES OF AMERICA

Commonwealth of Massachusetts } ss.
County of }

Then personally appeared the above-named _____, this _____ day of _____ 19____, to me personally known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be _____ own free act and deed, before me.

.....
Notary Public

Commonwealth of Massachusetts } ss.
County of }

Then personally appeared the above-named _____, this _____ day of _____ 19____, to me personally known and known by me to be the person described in and who executed the foregoing instrument and acknowledged the same to be _____ own free act and deed, before me.

.....
Notary Public

PATENT