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| To The Honorable copy thereof. |

12-07-2000

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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I the attached original documents or

1. Name of conveying party(ies):

11.20.00

Glenn M. Mahony

Additional name(s) of conveying party(ies) attached? (X) YES () NO

3. Nature of Conveyance:

(X) Assignment

() Merger

Commissioner of F

() Security Agreement

() Change of Name

() Other:

Execution Date(s): November 3, 2000

Name and address of receiving party(ies):

Name: BellSouth Intellectual Property Corporation

Street Address:824 Market Street, Suite 510

City: Wilmington

State: Delaware

ZIP 19801

Additional name(s) & address attached? ()YES (X)NO

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:

A. Patent Application No.(s) 09/604,176

B. Patent No.(s)

Additional numbers attached? () YES (X) NO

5. Name and address of party to whom correspondence concerning documents should be mailed:

Name: Steven H. Meyer

Internal Address: WOODCOCK WASHBURN KURTZ

MACKIEWICZ & NORRIS LLP One Liberty Place - 46th Floor

Philadelphia, Pennsylvania 19103-7301

Street Address: WOODCOCK WASHBURN KURTZ

MACKIEWICZ & NORRIS LLP One Liberty Place - 46th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103-7301

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41):.....\$40.00

(X) Enclosed

() Authorized to be charged to Deposit Account

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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.

Steven H. Meyer/37,189

Name of Person Signing/Reg. No.

November 16, 2000 Date

Total number of pages including cover sheet, attachments, and document: 4

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FORM PTO-1595 1-31-92

RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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

[1] David W. Levenson

(Pending Application; Serial No. Known)

DOCKET NO.: BELL-0005

ASSIGNMENT

WHEREAS, we David W. Levenson and Glenn M. Mahony, hereinafter referred to as the assignors, residing respectively at 3732 Clearbrook Court, Duluth, Georgia, 30155 and 10910 Pinehigh Drive, Alpharetta, Georgia 30022 are the joint inventors of certain inventions or improvements for which we have made application for Letters Patent to the United States, identified as Serial No. 09/604,176, filed June 27, 2000, entitled Line Management Housing and Line Routing Device Therein; and

WHEREAS, BellSouth Intellectual Property Corporation hereinafter referred to as the assignee, of 824 Market Street, Suite 510, Wilmington, Delaware, a corporation of Delaware, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to each of us in hand paid by said assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said assignee, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said assignee, to file in our names applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent to said assignee, its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said assignee or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and

all countries.

AND we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

| | (L.S.) DAVID W. LEVENSON |
|---|---|
| | GLENN M. MAHONY (L.S.) |
| | : |
| COUNTY OF | : SS : |
| came the above namedGlent | ay of November, year of 2000, before me personally n. M. Mahony to me personally known and known to executed the foregoing assignment, and who acknowledged was of that person's own free will for the use and purposes |
| | Notary Public |
| Georgia COUNTY OF Sekarb | : : SS : |
| On this 3 tel of came the above named Glenn I | day of, year of, before me personally M. Mahony to me personally known and known to executed the foregoing assignment, and who acknowledged was of that person's own free will for the use and purposes Notary Public |
| | Notary Public, DelKalb County, Georgia My Commission Expires September 29, 2003 |

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RECORDED: 11/20/2000