FORM PTO-1619A Expires 06/30/99 OMB 0651-0027 04-12-2001



101660708

## RECORDATION FORM COVER SHEET PATENTS ONLY

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



| TO: The Commissioner of Patents and Trade  | marks: Please record the attached original document(s) or copy(ies).  |  |  |  |  |
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| Conveying Party(ies)   | Mark if additional names of conveying parties attached  Month Day Year  |  |  |  |  |
| Name (line 1) Alexander FLAIG  | 3/28/01   |  |  |  |  |
| Name (line 2)  |   |  |  |  |  |
| Second Party   | Execution Date<br>Month Day Year  |  |  |  |  |
| Name (line 1) Samuel J. MACMULLAN  |   |  |  |  |  |
| Name (line 2)  | 09820%  |  |  |  |  |
| Receiving Party  | Mark if additional names of receiving parties attached  |  |  |  |  |
| Name (line 1) Envoy Networks, Inc.   | If document to be recorded is an assignment and the   |  |  |  |  |
| Name (line 2)  | receiving party is not domiciled in the United  |  |  |  |  |
| Address (line 1) 900 Middlesex Turnpike  | States, an appointment of a domestic representative is attached.  |  |  |  |  |
| Address (line 2)   | (Designation must be a  |  |  |  |  |
| Address (line 3) Billerica   | Massachusetts State/Country  O1821 Zip Code   |  |  |  |  |
| Domestic Representative Name and   |   |  |  |  |  |
| Name   | Enter for the instructioning Party only.  |  |  |  |  |
| Address (line 1)   |   |  |  |  |  |
| Address (line 2)   |   |  |  |  |  |
| Address (line 3)   |   |  |  |  |  |
| Address (line 4)   |   |  |  |  |  |
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| gathering the data needed to complete the Cover Sheet. Send comm D.C. 20231 and to the Office of Information and Regulatory Affairs, Of Information Collection Budget Package 0651-0027, Patent and Trader | o average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and lents regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, ffice of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB mark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS. |  |  |  |  |
|  | e ecorded with required cover sheet(s) information to:  |  |  |  |  |
| 04/03/2001 BNGUYEN1 00000025 09820963  | and Trademarks, Box Assignments, Washington, D.C. 20231   |  |  |  |  |
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| OMD 0051 0007    |  |

#### Page 2

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

| Correspondent Name and Address Area Code and Telephone N  | umber 703-456-8000   |
|---|--|
| Name Cooley Godward LLP   |  |
| Address (line 1) One Freedom Square   |  |
| Address (line 2) Reston Town Center   |  |
| Address (line 3) 11951 Freedom Drive  |  |
| Address (line 4) Reston, Virginia 20190-5601  |  |
| Pages Enter total number of pages of the attached conveyance documer including any attachments.   | # 12   |
| 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 num  |  |
| Patent Application Number(s)  | Patent Number(s)   |
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| If this document is being filed together with a <u>new Patent Application</u> , enter the date the patent a signed by the first named executing inventor. | pplication was Month Day Year                                  |
| Patent Cooperation Treaty (PCT)   |  |
| Enter PCT application number PCT PCT PCT PCT  | PCT  |
| has not been assigned. PCT PCT  | PCT  |
| Number of Properties Enter the total number of properties involved.   | # 1  |
| Fee Amount for Properties Listed (37 CFR 3.41):   | \$ <u>40.00</u>  |
| Method of Payment: Enclosed Deposit Account   | ]  |
| (Enter for payment by deposit account or if additional fees can be charged to the account.)  Deposit Account Number:                                      | # 50-1283  |
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| Statement and Signature   |  |
| To the best of my knowledge and belief, the foregoing information attached copy is a true copy of the original document. Charges to                       | is true and correct and any denosit account are authorized. as |
| attached copy is a true copy of the original document. Charges to indicated herein.   | acposit account are authorized, ac                             |
| The Market  | March 30, 2001   |
| Christopher R. Hutter  Name of Person Signing  Signature  | March 30, 2001  Date   |
| Mame of Person Signing Signature  |  |

FORM PTO-1619C Expires 06/30/99 OMB 0651-0027

# RECORDATION FORM COVER SHEET CONTINUATION PATENTS ONLY

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

| Conveying Pa        | rtv(ies) Mark if additional names of conveying parties attach   | ed   |
|---------------------|---|--|
| Enter additional Co |   | Execution Date<br>Month Day Year   |
| Name (line 1)       | H. Vincent POOR   | 3/16/01  |
| Name (line 2)       |   | For suffer Bate  |
| r                   |   | Execution Date  Month Day Year   |
| ř                   | Tandhoni S. RAO   | 3/28/01  |
| Name (line 2)       |   | Execution Date   |
| Name (line 1)       | Stuart C. SCHWARTZ  | Month Day Year 3/16/01   |
| Name (line 2)       |   |  |
| Receiving Par       |   | ned  |
| Name (line 1)       |   | If document to be recorded is an assignment and the                                |
| Name (line 2)       |   | receiving party is not<br>domiciled in the United<br>States, an appointment        |
| Address (line 1)    |   | of a domestic representative is attached. (Designation                             |
| Address (line 2)    |   | must be a separate<br>document from<br>Assignment.)                                |
| Address (line 3)    | City State/Country Zip Code   |  |
| Name (line 1)       | City State/Country Zip Code   | If document to be recorded is an assignment and the                                |
| Name (line 2)       |   | receiving party is not domiciled in the United                                     |
| Address (line 1)    |   | States, an appointment of a domestic representative is attached. (Designation must |
| Address (line 2)    |   | be a separate document from<br>Assignment.)  |
| Address (line 3)    |   |  |
| 1                   | City State/Country Zip Code   |  |
|                     | Number(s) or Patent Number(s) Mark if additional number   |  |
| Enter either        | the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same Patent Application Number(s) Patent Number |  |
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FORM PTO-1619C Expires 06/30/99 OMB 0651-0027

## RECORDATION FORM COVER SHEET CONTINUATION PATENTS ONLY

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| arty(ies) Mark if additional names of conveying par                              | ties attache  | ed  |
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| onveying Parties   |   | Execution Date<br>Month Day Year  |
| Triveni N. UPADHYAY  |   | 3/28/01   |
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|  |   | Execution Date  Month Day Year  |
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|  |   | Assignment.)  |
| City State/Country Zip   | Code  |   |
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|  |   | receiving party is not domiciled in the United  |
|  |   | States, an appointment of a domestic representative is  |
|  |   | attached. (Designation must<br>be a separate document from  |
|  |   | Assignment.)  |
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| he Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for | the same p  | roperty).   |
| Patent Application Number(s) Patent  | Number(s  | 5)  |
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|  | Triveni N. UPADHYAY  Triveni N. UPADHYAY  Triveni N. UPADHYAY  Mark if additional names of conveying pareceiving Party(ies)  City State/Country Zignumber(s) Mark if additional names of conveying pareceiving Party(ies)  City State/Country Zignumber(s) Mark if additional names of conveying pareceiving Party(ies)  City State/Country Zignumber(s) Mark if additional names of conveying pareceiving Party(ies)  City State/Country Zignumber(s) Mark if additional names of conveying pareceiving Party(ies) | Triveni N. UPADHYAY  Triveni N. UPADHYAY  Mark if additional names of conveying parties attache aceiving Party(ies)  City State/Country Zip Code  City State/Country Zip Code  Lumber(s) or Patent Number(s) Mark if additional numbers for the same pute the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same pute the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same pute the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same pute the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same pute the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same pute the Patent Number (DO NOT ENTER BOTH numbers for the same pute the Patent Number (DO NOT ENTER BOTH numbers for the same pute the Patent Number (DO NOT ENTER BOTH numbers for the same pute the Patent Number (DO NOT ENTER BOTH numbers for the same pute the Patent Number (DO NOT ENTER BOTH numbers for the same pute the Patent Number (DO NOT ENTER BOTH numbers for the same pute the Patent Number (DO NOT ENTER BOTH numbers for the same pute the Patent Number (DO NOT ENTER BOTH numbers for the same pute the Patent Number (DO NOT ENTER BOTH numbers for the Same pute the Patent Number (DO NOT ENTER BOTH numbers for the Same pute the Patent Number (DO NOT ENTER BOTH numbers for the Same pute the Patent Number (DO NOT ENTER BOTH numbers for the Same pute the Patent Number (DO NOT ENTER BOTH numbers for the Same pute the Patent Number (DO NOT ENTER BOTH numbers for the Same pute the Patent Number (DO NOT ENTER BOTH number |

Attorney Docket No: EVOY001/00US

#### ASSIGNMENT (Joint)

Alexander FLAIG, Samuel J. MACMULLAN, H. Vincent POOR, Tandhoni S. RAO, Stuart C. SCHWARTZ, and Triveni N. UPADHYAY, residing at 100 Massmill Drive, Apt. #108, Lowell, Massachusetts 01852; 5 Hillside Drive, Carlisle, Massachusetts, 01741; 59 Hardy Drive, Princeton, New Jersey, 08540; 2 Parker Road, Ashland, Massachusetts 01721; 4 Evelyn Place, Princeton, New Jersey 08540; and 156 Caterina Heights, Concord, Massachusetts 01742, respectively, (hereinafter each referred to as "Assignor") have made an invention(s) relating to certain new and useful improvements in:

### METHOD AND APPARATUS FOR REGENERATIVE BASED INTERFERENCE CANCELLATION WITHIN A COMMUNICATION SYSTEM

set forth in an application for Letters Patent of the United States, which is a

| (1) | [   | ] prov   | isional | application                      |                     |         |
|-----|-----|----------|---------|----------------------------------|---------------------|---------|
|     |     | (a)      | [       | ] to be filed herewith; or       |                     |         |
|     |     | (b)      | [       | ] bearing Application No.        | , and filed on      | ; or    |
| (2) | [X] | non-prov | isional | application                      |                     |         |
|     |     | (a)      | [X]     | having an oath or declaration of | executed on March 1 | 6, 2001 |
|     |     |          | and     | March 28, 2001 prior to filing o | f application; or   |         |
|     |     | (b)      | [       | ] bearing Application No., a     | and filed on ; and  |         |

WHEREAS, Envoy Networks, Inc., a corporation duly organized under and pursuant to the laws of the state of Delaware, and having its principal place of business at 900 Middlesex Turnpike, Billerica, Massachusetts 01821 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications, including provisional applications, for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the Paris Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is a lawful owner of the entire right, title, and interest in and to the invention(s) set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-inpart of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, application number, the date of execution of the oath or declaration, and attorney docket number of said application when known;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

| Date:                             | Ву:                     |        |
|-----------------------------------|-------------------------|--------|
|                                   | Alexander FLA           | AIG    |
| State of:                         |                         |        |
| County of:                        |                         |        |
| The preceding Assignment was ackn | owledged before me this | day of |
|                                   | Notary Public           |        |
| My Commission Expires:            |                         |        |

#### Attorney Docket No. EVOY001/00US Page 3

| Date:   | By: Samuel J. MACMULLAN     |
|---|-----------------------------|
|   |                             |
| State of:   |                             |
| County of:  |                             |
| The preceding Assignment was acknowled by   | edged before me this day of |
| My Commission Expires:  | Notary Public               |
| Date: 2/16/01   | By: H. Vincent POOR         |
| State of: New Desey   |                             |
| State of: New Jussey County of: Mercer  |                             |
| The preceding Assignment was acknowled by H. Vincent Roc.                                       | Patricia ann Hacky          |
| My Commission Expires:  PATRICIA ANN TRACEY  NOTARY PUBLIC OF NEW JEF  MY COMM. EXP. AUG. 26, 2 | RSEY                        |
| Date:   | By:                         |
| State of:   |                             |
| County of:  |                             |
| The preceding Assignment was acknowled by   | edged before me this day of |
| My Commission Expires:  | Notary Public               |

| Date: March 16, 2001  | By: Stut C. Schure  |
|---|---|
| •   | Stuart C. SCHWARTZ  |
| My Commission Expires:  PATRICIA ANN TRACEY NOTARY PUBLIC OF NEW JERSEY | nowledged before me this day of day of March  Patricia ann Shary  Notary Public |
| MY COMM. EXP. AUG. 26, 2001  Date:                                      | By:Triveni N. UPADHYAY  |
| State of:   |   |
| County of:  |   |
| The preceding Assignment was ack  | nowledged before me this day of   |
| My Commission Expires:  | Notary Public   |

Attorney Docket No: EVOY001/00US

#### ASSIGNMENT (Joint)

Alexander FLAIG, Samuel J. MACMULLAN, H. Vincent POOR, Tandhoni S. RAO, Stuart C. SCHWARTZ, and Triveni N. UPADHYAY, residing at 100 Massmill Drive, Apt. #108, Lowell, Massachusetts 01852; 5 Hillside Drive, Carlisle, Massachusetts, 01741; 59 Hardy Drive, Princeton, New Jersey, 08540; 2 Parker Road, Ashland, Massachusetts 01721; 4 Evelyn Place, Princeton, New Jersey 08540; and 156 Caterina Heights, Concord, Massachusetts 01742, respectively, (hereinafter each referred to as "Assignor") have made an invention(s) relating to certain new and useful improvements in:

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set forth in an application for Letters Patent of the United States, which is a

| (1) | [                               | ] provi | isional | application                      |                   |          |
|-----|---------------------------------|---------|---------|----------------------------------|-------------------|----------|
|     |                                 | (a)     | [       | ] to be filed herewith; or       |                   |          |
|     |                                 | (b)     | [       | ] bearing Application No.        | , and filed on    | ; or     |
| (2) | [X] non-provisional application |         |         |                                  |                   |          |
|     |                                 | (a)     | {X}     | having an oath or declaration of | executed on March | 16, 2001 |
|     |                                 |         | and     | March 28, 2001 prior to filing o | f application; or |          |
|     |                                 | (b)     | r       | bearing Application No., a       | ind filed on and  |          |

WHEREAS, Envoy Networks, Inc., a corporation duly organized under and pursuant to the laws of the state of Delaware, and having its principal place of business at 900 Middlesex Turnpike, Billerica, Massachusetts 01821 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications, including provisional applications, for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the Paris Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is a lawful owner of the entire right, title, and interest in and to the invention(s) set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, application number, the date of execution of the oath or declaration, and attorney docket number of said application when known;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

| Date:     | 03/28/01                             | Ву:    | Since to                                |
|-----------|--------------------------------------|--------|---|
| Date      |                                      | Dy.    | Alexander FLAIG                         |
| State of: | Massachusetts<br>& Middlesex         |        |   |
| County o  | if Middlesex                         |        |   |
| Т         | The preceding Assignment was acknown | wledge | d before me this 28th day of March 200/ |
|           | by                                   |        | Milaf E. Mon                            |
|           |                                      |        | Notary Public                           |
| My Com:   | mission Expires:                     |        |   |

6-2-2006

| Date: 3   28   3   By:                                  | Attorney Docket No. EVOY001/00US Page 3 Samuel J. MACMULLAN |
|---|---|
| State of: Massachuse HS County of: Mildle sex           |   |
| The preceding Assignment was acknowledgeby              | ed before me this 21h day of March 200/                     |
| My Commission Expires: 6-02-2006                        | Notary Public   |
| Date: By:   | H. Vincent POOR   |
| State of:   |   |
| County of:  The preceding Assignment was acknowledge by | d before me this day of                                     |
| My Commission Expires:                                  | Notary Public   |
| Date: 3/28/01 By:                                       | Tandhoni S. RAO   |
| State of: Massachuse Hs                                 |   |

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County of: Mildle sex

The preceding Assignment was acknowledged before me this 1814 day of March 2001 by \_\_\_\_\_

Notary Public

My Commission Expires:

6-2-2006

| Date:                                       | Ву:      | Stuart C. SCHWARTZ                      |
|---|----------|---|
| State of:                                   |          |   |
| County of:                                  |          |   |
| The preceding Assignment was acknowledge by | nowledge | d before me this day of                 |
| My Commission Expires:                      |          | Notary Public                           |
| Date: 28 March 2001                         | Ву:      | Triveni N. UPADHYAY                     |
| State of: Massachusetts                     |          |   |
| County of: Widdlesex                        |          | · ·                                     |
| The preceding Assignment was ackn           | owledge  | d before me this 28th day of March 2001 |
|   |          | fflight Ellen                           |
| My Commission Expires:                      |          | Notary Public                           |

**RECORDED: 03/30/2001**