

Correspondent Name and Address **Area Code and Telephone Number** 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 document 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 numbers for the same property).

Patent Application Number(s)	Patent Number(s)																		
<table border="1" style="width: 100%; height: 30px; border-collapse: collapse;"> <tr><td style="width: 33%;"></td><td style="width: 33%;"></td><td style="width: 33%;"></td></tr> <tr><td style="width: 33%;"></td><td style="width: 33%;"></td><td style="width: 33%;"></td></tr> <tr><td style="width: 33%;"></td><td style="width: 33%;"></td><td style="width: 33%;"></td></tr> </table>										<table border="1" style="width: 100%; height: 30px; border-collapse: collapse;"> <tr><td style="width: 33%;"></td><td style="width: 33%;"></td><td style="width: 33%;"></td></tr> <tr><td style="width: 33%;"></td><td style="width: 33%;"></td><td style="width: 33%;"></td></tr> <tr><td style="width: 33%;"></td><td style="width: 33%;"></td><td style="width: 33%;"></td></tr> </table>									

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. # 1

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment: Enclosed Deposit Account

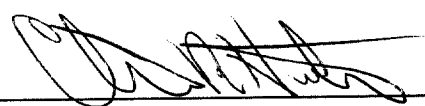
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 50-1283

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.

Christopher R. Hutter  March 30, 2001

Name of Person Signing Signature Date

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

Conveying Party(ies)

Enter additional Conveying Parties

Mark if additional names of conveying parties attached

Name (line 1) **H. Vincent POOR**

Execution Date
Month Day Year

3/16/01

Name (line 2)

Execution Date
Month Day Year

Name (line 1) **Tandhoni S. RAO**

3/28/01

Name (line 2)

Execution Date
Month Day Year

Name (line 1) **Stuart C. SCHWARTZ**

3/16/01

Name (line 2)

Receiving Party(ies)

Enter additional Receiving Party(ies)

Mark if additional names of conveying parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

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.)

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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).

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Conveying Party(ies)
Enter additional Conveying Parties

Mark if additional names of conveying parties attached

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Name (line 1)

Execution Date
Month Day Year

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Execution Date
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Name (line 2)

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Name (line 2)

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Address (line 3)
City State/Country Zip Code

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Name (line 2)

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City State/Country Zip Code

Application Number(s) or Patent Number(s)

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**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) [] provisional 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 executed on March 16, 2001
 and March 28, 2001 prior to filing of application; or
 (b) [] bearing Application No. , 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-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: _____

By: _____

Alexander FLAIG

State of:

County of:

The preceding Assignment was acknowledged before me this _____ day of _____ by _____.

Notary Public

My Commission Expires:

Date: _____

By: _____
Samuel J. MACMULLAN

State of:

County of:

The preceding Assignment was acknowledged before me this _____ day of _____
by _____.

Notary Public

My Commission Expires:

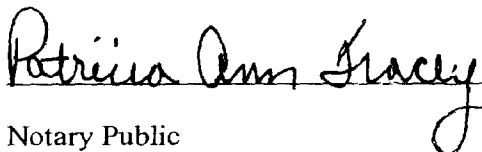
Date: 3/16/01

By: 
H. Vincent POOR

State of: New Jersey

County of: Mercer

The preceding Assignment was acknowledged before me this 16th day of March
2001 by H. Vincent Poor.


Notary Public

My Commission Expires:

**PATRICIA ANN TRACEY
NOTARY PUBLIC OF NEW JERSEY
MY COMM. EXP. AUG. 26, 2001**

Date: _____

By: _____
Tandhoni S. RAO

State of:

County of:

The preceding Assignment was acknowledged before me this _____ day of _____
by _____.

Notary Public

My Commission Expires:

Date: March 16, 2001

By: Stuart C. Schwartz
Stuart C. SCHWARTZ

State of: New Jersey

County of: Mercer

The preceding Assignment was acknowledged before me this 16th day of March 2001 by Stuart C. Schwartz

Patricia Ann Tracey
Notary Public

My Commission Expires:

**PATRICIA ANN TRACEY
NOTARY PUBLIC OF NEW JERSEY
MY COMM. EXP. AUG. 26, 2001**

Date: _____

By: _____
Triveni N. UPADHYAY

State of:

County of:

The preceding Assignment was acknowledged before me this _____ day of _____
by _____.

Notary Public

My Commission Expires:

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(Joint)**

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 (a) [X] having an oath or declaration executed on March 16, 2001
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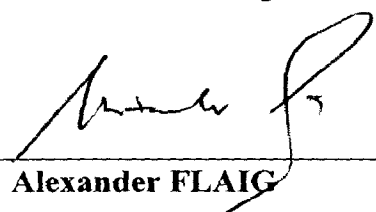
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AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal 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;

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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

By: 
Alexander FLAIG

State of: Massachusetts

County of: Middlesex

The preceding Assignment was acknowledged before me this 28th day of March 2001
by _____


Notary Public

My Commission Expires:
6-2-2006

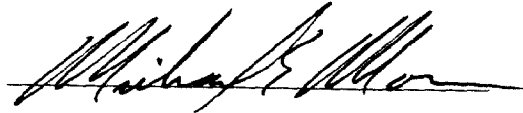
Date: 3/28/01

By: 
Samuel J. MACMULLAN

State of: Massachusetts

County of: Middlesex

The preceding Assignment was acknowledged before me this 24th day of March 2001
by _____.



Notary Public

My Commission Expires:
6-02-2006

Date: _____

By: _____
H. Vincent POOR

State of:

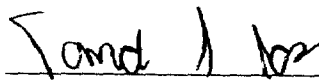
County of:

The preceding Assignment was acknowledged before me this _____ day of _____
by _____.

Notary Public

My Commission Expires:

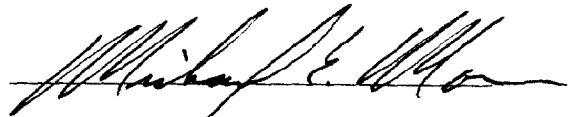
Date: 3/28/01

By: 
Tandhoni S. RAO

State of: Massachusetts

County of: Middlesex

The preceding Assignment was acknowledged before me this 28th day of March 2001
by _____.



Notary Public

My Commission Expires:
6-2-2006

Date: _____

By: _____

Stuart C. SCHWARTZ

State of:

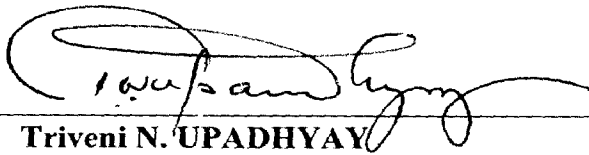
County of:

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Notary Public

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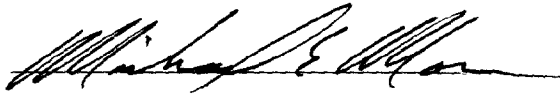
Date: 28 March 2001

By: 
Triveni N. UPADHYAY

State of: Massachusetts

County of: Middlesex

The preceding Assignment was acknowledged before me this 28th day of March 2001
by _____.



Notary Public

My Commission Expires:

6-2-2006