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S&H 2-01

To the Honorable Commissioner of Patents a

nal documents or copy thereof.

1. Name of conveying party(ies):

Thomas L. Mikes  
Lian-Qin Xiang

2. Name and address of receiving party(ies): 6-4-01

American Holographic, Inc.  
601 River Street  
Fitchburg, MA 01420

JUN - 4 2001

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other: \_\_\_\_\_

Execution Date(s): 5/24/2001

4. Application number(s) or patent number(s):

[ ] This document is being filed together with a new application:

(a) The execution date(s) of the application is/are: \*  
(b) The title is: \*  
\*\*\* OR \*\*\*

[X] This document is being filed after filing of the application:

(a) Patent Application No(s). 09/738863, filed 12/15/00; or  
(b) Patent No(s). , issued

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

Agilent Technologies, Inc.  
Attention: Gloria Abbasciano  
3000 Minuteman Road, MS 170  
Andover, MA 01810

Our Docket: 10010759-2

6. Total number of applications and patents involved: 1

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

Enclosed  
 Authorized to be charged to deposit account.

8. Deposit Account No.: 50-1078 (Any underpayment is authorized to be charged to this Deposit Account)

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.

Gerald P. Joyce, Reg. No. 37,648  
Name of Person Signing

Signature

5/30/2001  
Date

Total number of pages including cover sheet: 3

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# ASSIGNMENT

WHEREAS:

(FULL NAME(S) AND  
POST OFFICE ADDRESS(ES)  
(including country)  
OF INVENTOR(S))

Thomas L. Mikes	Lian-Qin Xiang
149 Bennett Road	42 Quarry Road
Ashby, MA 01431	Acton, MA 01720
USA	USA

(hereinafter, referred to as ASSIGNOR), has/have invented certain new and useful improvements in an invention entitled

(TITLE OF INVENTION)

Grated Based Communication Switching

(COMPLETE EITHER  
(a),(b),(c) or (d))

- (a) for which an application for United States Letters Patent is being executed and filed concurrently herewith;
- (b) for which an application for United States Letters Patent was executed on \_\_\_\_\_;
- (c) for which an application for United States Letters Patent was filed on 12/15/00, Serial No. 09/738863;
- (d) for which United States Letters Patent No. \_\_\_\_\_ has issued on \_\_\_\_\_.

WHEREAS: American Holographic, Inc.  
601 River Street  
Fitchburg, MA 01420 USA

(hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.


NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for valuable consideration furnished by ASSIGNEE to ASSIGNOR, sufficiency and receipt of which are hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its lawful successors and assigns, the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, continuation-in-

part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted; and authorize and request the Commissioner of Patents and Trademark of the United States and any official of any foreign country whose duty it is to issue patents or legal equivalents thereto, to issue same for this invention to ASSIGNEE, its lawful successors and assigns.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS THEREOF, I/We hereunto set my/our hand(s) and seal(s):


 Date Assignment Signed: 5/24/2001  
Inventor's Signature (Seal)

Inventor's Typed Name: Thomas L. Mikes Date Application Signed: 5/24/2001

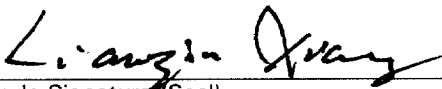
State of: Massachusetts

County of: WORCESTER

Before me this 24<sup>th</sup> day of May, personally appeared Thomas L. Mikes who is personally known or proved to me on the basis of satisfactory evidence to be the person who acknowledged the foregoing instrument of assignment to be his/her free act and deed.

  
Notary Public  
My commission expires: 9/24/2004

IN WITNESS THEREOF, I/We hereunto set my/our hand(s) and seal(s):


 Date Assignment Signed: 5/24, 2001  
Inventor's Signature (Seal)

Inventor's Typed Name: Lian-Qin Xiang Date Application Signed: 5/24, 2001

State of: Massachusetts

County of: WORCESTER

Before me this 24<sup>th</sup> day of May, personally appeared : Lian-Qin Xiang who is personally known or proved to me on the basis of satisfactory evidence to be the person who acknowledged the foregoing instrument of assignment to be his/her free act and deed.

  
Notary Public  
My commission expires: 9/24/2004