

06-15-2001

FORM PTO-1595
(Rev. 6-93)
OMD No. 0651-0011 (exp. 4/94)



101751961

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Jun

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Joseph Regan; Alfred Nothaft 68-01

2. Name and address of receiving party(ies):

Nortel Networks Corporation

Additional name(s) of conveying party(ies) attached?

☒ No ☐ YesInternal Address: World Trade Center of Montreal
8th Floor

Street Address: 380 St. Antoine Street West

3. Nature of Conveyance:

- ☒ Assignment ☐ Change of Name
☐ Security Agreement
☐ Other
☐ Merger

City: Montreal State: Quebec ZIP: H2Y 3Y4

Country: CANADA

Execution Date: 12/10/99

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

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)

09/405,982

B. Patent No.(s)

Additional numbers attached?

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

Name: Blakely, Sokoloff, Taylor & Zafman LLP

Internal Address:

Street Address: 12400 Wilshire Boulevard
7th Floor

City: Los Angeles State: CA ZIP: 90025

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 Number:

02-2666

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

William W. Schaal, Reg. No. 39,018

Name of Person Signing

Signature

June 5, 2001

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Assistant Commissioner of Patents, Box Assignments
Washington, D.C. 20231

Attorney Docket No. 82771P271

PATENT
REEL: 011906 FRAME: 0278

ASSIGNMENT

WHEREAS, the undersigned inventors, hereinafter called the "Assignor", have invented a new and useful invention entitled:

Method and Apparatus for Dynamically Managing the Topology of a Data Network

for which reference a full description is here made in an application for Letters Patent of the United States filed September 27, 1999, and assigned Application No. 09/405,982.

WHEREAS, Nortel Networks Corporation, a Canadian corporation having a principal office and place of business at, World Trade Center of Montreal, 380 St. Antoine Street West, 8th Floor, Montreal, Quebec H2Y 3Y4, Canada hereinafter called the ("Assignee"), is desirous of acquiring the entire right, title and interest in and to said invention, the application above-identified, and in, to and under Letters Patent which may be obtained for said invention, as hereinafter more fully set forth;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, its successors and assigns, the entire right, title and interest in and to the invention and the application herein above-identified, and all letters Patents that may issue for the said invention, and all divisions, reissues, substitutions, continuations, and extensions thereof, to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns to the full end of the term for which any and all of said Letters Patents for the said invention may issue.

FURTHER, be it known that the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, its successors and assigns, the entire foreign rights to the invention disclosed in said application, in all countries of the world, including the right to file applications and obtain patents under the terms of the International Convention for the Protection of Industrial Property, and of the European Patent Convention, and further agrees to execute any and all patent applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such patent rights.

And the Assignor does hereby covenant and agree for himself and his legal representatives, that they will assist the Assignee in the prosecution of the application herein identified; in making and prosecution of any other applications for Letters Patent that the Assignee may elect to make covering the invention herein identified, as herein before set forth, including any application for reissue, application for reexamination, application for foreign patent rights, or any proceeding in the United States Patent and Trademark Office affecting the invention, investing in the Assignee exclusive title in and to all such other applications and Letters Patent; and in the prosecution of any interference which may arise involving said invention, or any application or Letters Patents herein contemplated; that they will promptly execute and deliver to the Assignee any and all additional papers and make all lawful oaths which may be requested by the Assignee to fully carry out the terms of this assignment; and further that they will communicate to Assignee, or to its successors, assigns, and legal representatives, any facts known respecting said invention, and at the expense of the Assignee, testify in any legal proceeding, and generally do everything possible to aid the Assignee, its successors, assigns and nominees to obtain and enforce proper patent protection for said invention in all countries.

And the Commission of Patents and Trademarks is hereby authorized and requested to issue all Letters Patent to the Assignee in accordance with the terms of the assignment.

Each inventor: Please also list the date that you signed the accompanying DECLARATION & POWER OF ATTORNEY

Each Inventor: Please Sign and Date Below:

Date

Name: **Joseph Regan**

12-10-99

Date

Name: **Alfred Nothaft**

Date

Name:

Date

Name:

Date

Name:

Date

Name:

Date

Name:

Date

Name:

Date

Name:

Date

12-10-99

Date

Date

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Date

Date

Date

Date

Assignment Document Return Address:

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP
12400 Wilshire Blvd., Seventh Floor
Los Angeles, CA 90025-1026
Telephone: (714) 557-3800

Egan

**EMPLOYEE INVENTION ASSIGNMENT AND
PROPRIETARY INFORMATION AGREEMENT
(Rapid City Communications Employee)**

I, the undersigned, acknowledge, represent, and agree, in consideration of the commencement or continuation of my employment by Bay Networks, Inc. or an affiliate or subsidiary of Bay Networks (collectively "Bay Networks"), and the compensation promised me, that:

1. I understand that my employment by Bay Networks creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that may be developed by me in my capacity as an employee of Bay Networks or may be disclosed to me by Bay Networks that relates to the business of Bay Networks or to the business of any parent, subsidiary, affiliate, customer or supplier of Bay Networks, or of any other third party who entrusted the same to Bay Networks ("Proprietary Information"). Such Proprietary Information includes, but is not limited to, technical and business information relating to Bay Networks' inventions or products, research and development, marketing plans, product plans, business strategies, financial information, forecasts, production, manufacturing and engineering processes, personnel lists and information relating to skillset and compensation, and customer and prospective customer lists whether or not it is in written or permanent form. Such Proprietary Information does not include any information which is or becomes part of the public domain not in violation of any agreement with Bay Networks.

2. At all times, both during the period I am employed by Bay Networks and after termination of my employment, I will keep all Proprietary Information in confidence and trust, and I will not use or disclose any Proprietary Information without the written consent of Bay Networks, except as authorized by Bay Networks. Upon termination of my employment by Bay Networks or upon request by Bay Networks, I will promptly deliver to Bay Networks all documents and materials of any nature pertaining to my work with Bay Networks, and I will not take with me any documents or material or copies thereof containing any Proprietary Information. I agree to be bound by all obligations and restrictions imposed by third parties on Bay Networks regarding inventions made during the course of work under agreements with those third parties or regarding the confidential nature of that work.

3. I will promptly disclose in writing to Bay Networks all inventions, improvements, original works of authorship, formulas, processes, computer programs, databases, technical developments and trade secrets ("Inventions"), whether or not patentable, copyrightable, or subject to protection as trade secrets, that are made or conceived or first reduced to practice or created by me, either alone or jointly with others, during the period of my employment by Bay Networks, whether or not in the course of my work for Bay Networks.

4. I hereby assign and agree to assign to Bay Networks, my entire right, title and interest in and to all Inventions, patents (and all related applications) that are developed by me, alone, or with others using equipment, supplies, facilities, or trade secrets of Bay Networks; that result from work performed by me or Bay Networks, or that relate to the business or the actual or anticipated research or development of Bay Networks, and agree that all and any such Inventions will be the sole and exclusive property of Bay Networks. Any previous work done by me for Bay Networks relating in any way to the conception, design, development or support of products for the company is the property of Bay Networks. This agreement to assign shall specifically not apply to any invention developed by me which qualifies under the provision of California Labor Code Section 2870.

5. I will assist Bay Networks and its designees, both during and after my employment, to obtain, maintain and enforce patents, copyrights and other legal protections for Inventions in any and all countries as Bay Networks deems appropriate at the company's expense. I will keep and maintain adequate and current written records of all Inventions, which shall be and remain the property of Bay Networks. I hereby waive all claims to moral rights in any Inventions.

6. This agreement does not apply to the specific inventions (if any) listed on Page 3 of this Agreement, but I will give Bay Networks such further non-confidential information as may be necessary to assist in the evaluation of the extent and significance of such inventions.

7. I agree that for a period of the lesser of (i) one year after the termination or cessation of my employment (without regard to the reason for my employment ending) or (ii) three years after the effective date of the merger of a wholly-owned subsidiary of Bay Networks with and into Rapid City Communications, I will not recruit, or attempt to recruit or induce or solicit or assist in recruiting or inducing or soliciting Bay Networks employees to terminate their employment with Bay Networks, nor will I solicit, or attempt to divert or take away, the business or patronage of any of the customers or accounts, or prospective customers or accounts of Bay Networks which were contracted, solicited or served by Bay Networks during the course of my employment.

8. I represent that my performance of all the terms of this Agreement and my duties as an employee of Bay Networks will not breach any invention, assignment, proprietary information, non-competition, or other agreement with any former employer or other party. I represent that I will not bring with me or use in the performance of my duties for Bay Networks any proprietary information or documents or materials of a former employer, or any other person or entity that has retained me, that I am now or shall become aware of which belongs to any of my former employers or to anyone other than the company and which are not generally available to the public.

9. During my employment by Bay Networks, I will not engage in any employment, consulting or other activity in any business competitive with Bay Networks' business as presently conducted or as conducted at any future time during my employment.

10. I hereby authorize Bay Networks, without limitation to notify others, including customers of Bay networks, other persons or entities that retain me and my future employers, of the terms of this Agreement and my responsibilities hereunder.

11. Unless there is a written employment agreement for a specified term in effect, I understand that my employment may be terminated at any time, with or without cause, by me or Bay Networks. This Agreement does not obligate Bay Networks to employ me for any particular length of time. This Agreement shall survive termination of the Employee's employment.

12. I understand that in the event of a breach of this Agreement by me, Bay Networks may suffer irreparable harm and shall be entitled to injunctive relief to enforce this Agreement.

13. This Agreement supersedes all other agreements relating to the subject matter herein. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the other provisions of this Agreement will remain in full force and effect. This Agreement shall be effective as of the first day I am affiliated or was employed by Bay Networks, namely June 25, 1997.

EMPLOYEE:

Signature: 

Printed Name: Joseph Regan

BAY NETWORKS

By: _____

Printed Name: _____

Title: _____

EMPLOYEE'S PRIOR INVENTIONS (if any)

This is a true and complete list.

Initial _____

Date: _____

10. I hereby authorize Bay Networks, without limitation to notify others, including customers of Bay networks, other persons or entities that retain me and my future employers, of the terms of this Agreement and my responsibilities hereunder.

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13. This Agreement supersedes all other agreements relating to the subject matter herein. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the other provisions of this Agreement will remain in full force and effect. This Agreement shall be effective as of the first day I am affiliated or was employed by Bay Networks, namely June 25, 1997.

EMPLOYEE:

Signature: _____

Printed Name: _____

BAY NETWORKS

By: _____

Printed Name: John J. Poggi, Jr.

Title: Vice President, General Counsel
and Secretary

EMPLOYEE'S PRIOR INVENTIONS (if any)

This is a true and complete list.

Initial _____

Date: _____