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To the Honorable Commissioner of Patents

101782668

original documents or copy thereof.

1. Name of conveying party(ies):
Nortel Networks Limited

2. Name and address of receiving party(ies)

Name: STMicroelectronics N.V.

Internal Address: _____

Additional name of conveying party(ies) attached? Yes No

7.12.01

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Street Address: Route de Pre-Bois 20

City: 1215 Geneva 15 Country: Switzerland

Additional Name(s) & address(es) attached? Yes No

Execution Date: May 25, 2001

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

If this document is being filed together with a new application, the execution data of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

See attached Exhibit A

Additional numbers attached? Yes No

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

Name: Lisa K. Jorgenson

Internal Address: STMicroelectronics, Inc.

Mail Station 2346

Street Address: 1310 Electronics Drive

City: Carrollton State: TX Zip: 75006

6. Total number of applications and patents involved: 33

7. Total fee (37 CFR 3.41) \$ 1320.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-1353 (if required)

(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 information is true and correct and any attached copy is a true copy of the original document.

Mario J. Donato, Jr.
Name of Person Signing

Mario J. Donato, Jr.
Signature

7/5/01
Date

Total number of pages including cover sheet, attachments, and documents: 6

EXHIBIT A

ISSUED PATENTS

(Continuation of Item 4 to Recordation Form Cover Sheet Patents Only)

ST Ref. No.	Appl. No.	Filing Date	Patent No.	Issue Date
00-NT-072	06/442,864	19-Nov-1982	4,476,475	09-Oct-1984
00-NT-073	06/611,549	17-May-1984	4,651,408	24-Mar-1987
00-NT-074	06/861,887	12-May-1986	4,679,302	14-Jul-1987
00-NT-075	06/653,192	24-Sep-1984	4,680,609	14-Jul-1987
00-NT-076	06/812,993	24-Dec-1985	4,680,854	21-Jul-1987
00-NT-077	06/813,232	24-Dec-1985	4,683,645	04-Aug-1987
00-NT-078	06/864,668	19-May-1986	4,718,973	12-Jan-1988
00-NT-079	06/831,257	20-Feb-1986	4,745,080	17-May-1988
00-NT-080	07/050,467	18-May-1987	4,772,571	20-Sep-1988
00-NT-081	07/157,022	18-Feb-1988	4,804,633	14-Feb-1989
00-NT-082	07/210,333	23-Jun-1988	4,840,701	20-Jun-1989
00-NT-083	07/284,796	13-Dec-1988	4,845,532	04-Jul-1989
00-NT-084	07/133,270	16-Dec-1987	4,849,364	18-Jul-1989
00-NT-085	07/174,260	25-Mar-1988	4,868,618	19-Sep-1989
00-NT-086	07/133,269	16-Dec-1987	4,914,048	03-Apr-1990
00-NT-087	07/293,789	05-Jan-1989	4,954,214	04-Sep-1990
00-NT-088	07/348,258	05-May-1989	4,954,865	04-Sep-1990
00-NT-089	07/411,196	21-Sep-1989	4,957,873	18-Sep-1990
00-NT-090	07/348,256	05-May-1989	4,958,209	18-Sep-1990
00-NT-091	07/471,031	26-Jan-1990	4,965,216	23-Oct-1990
00-NT-092	07/370,319	22-Jun-1989	4,968,641	06-Nov-1990
00-NT-094	06/848,609	07-Apr-1986	4,996,081	26-Feb-1991
00-NT-095	07/470,027	25-Jan-1990	5,015,600	14-May-1991
00-NT-096	08/001,706	07-Jan-1993	5,320,972	14-Jun-1994
00-NT-097	08/163,645	09-Dec-1993	5,422,502	06-Jun-1995
00-NT-098	08/158,544	29-Nov-1993	5,428,243	27-Jun-1995
00-NT-099	08/342,041	17-Nov-1994	5,516,708	14-May-1996
00-NT-100	08/546,642	23-Dec-1995	5,581,112	03-Dec-1996
00-NT-101	08/662,964	13-Jun-1996	5,624,856	29-Apr-1997
00-NT-102	08/665,735	17-Jun-1996	5,686,744	11-Nov-1997
00-NT-103	08/874,253	13-Jun-1997	5,840,596	24-Nov-1998
00-NT-198	07/282,956	05-Dec-1988	4,916,517	10-Apr-1990
00-NT-199	07/194,912	17-May-1988	5,055,419	08-Oct-1991

PATENT ASSIGNMENT OF RIGHTS

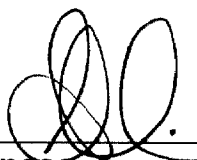
THIS PATENT ASSIGNMENT is made from Nortel Networks Limited, a Canadian corporation, with its executive offices at 8200 Dixie Road, Suite 100, Brampton, Ontario, Canada L6T 5P6 (hereinafter referred to as the "Assignor") to STMicroelectronics N.V., a Dutch corporation, with its principal office at Route de Pre-Bois 20, 1215 Geneva, Switzerland (hereinafter referred to as the "Assignee").

WHEREAS, Assignor desires to assign to Assignee all of the Assignor's right, title and interest in and to the patents and patent applications set out in Schedule A hereto, 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 (hereinafter referred to as the "Patents").

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee the entire right, title and interest in and to the said Patents and any and all continuations, divisions, issues and renewals of or substitutes for said Patents, and in, to and under any and all Letters Patent which may be granted on or as a result thereof, and any re-issue or re-examination of said Letters Patent, and in and to any and all priority rights, convention rights and other benefits accruing or to accrue with respect to the filing of applications for patents or the issuance of patents in all countries; the same to be held and enjoyed by the Assignee, its successors, assigns, nominees or legal representative, 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 the Assignor had this assignment, sale and transfer not been made.

And the Assignor hereby authorizes and requests the Commissioner of Patents of Canada and any official of any country or countries foreign to Canada whose duty it is to issue patents on applications as aforesaid, to issue to the Assignee, any and all Letters Patent for said Patents, 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, the Assignor has caused this Agreement to be executed by its duly authorized officers on this 25th day of May, 2001



Witness


NORTEL NETWORKS LIMITED

By: 
Art Fisher

Name: **Vice President**
Intellectual Property Law

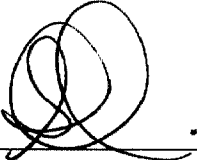
Title: _____

NORTEL NETWORKS LIMITED

By: 

Name: **Blain F. Morrison**

Title: **Assistant Secretary**
PATENT



Witness

SCHEDULE "A"

PATENT NO.	COUNTRY
4,476,475	US
1191970	Canada
4,651,408	US
1197628	Canada
4,679,302	US
1267825	Canada
4,680,609	US
1206273	Canada
4,680,854	US
1238429	Canada
4,683,645	US
1216962	Canada
4,718,973	US
1218956	Canada
4,745,080	US
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0202727	Germany
2172744	Great Britain
0202727	Italy
2119921	Japan
78505	Korea South
0202727	Netherlands
25983	Taiwan
4,772,571	US
0174773	Germany
2 164 491	Great Britain
4,804633	US
4,840,701	US
2 207 890	Great Britain
4,845,532	US
0234054	France
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2174244	Great Britain
0234054	Italy
2052183	Japan
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5,686,744
197 25 449.7
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US
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