

08-20-2001



2 SHEET

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To the Honorable Commis

inal documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>AT&amp;T IPM Corp. <i>08/02/01</i></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>AT&amp;T Corp.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>32 Avenue of the Americas</u></p> <p>City: <u>New York</u> State: <u>New York</u> ZIP:- <u>10013-2412</u></p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input checked="" type="checkbox"/> Other <b>Bill of Sale</b></p> <p>Execution Date: <u>August 25, 1995</u></p>	

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 09/041,439 and 09/041,457 B. Patent No. (s)

Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p>	<p>6. Total number of applications and patents involved: <u>1</u></p>
<p>Name: <u>Mr. Samuel H. Dworetsky</u></p> <p>Street Address: <u>AT&amp;T Corp.</u> <u>P.O. Box 4110</u></p> <p>City: <u>Middletown</u> State: <u>New Jersey</u> ZIP: <u>07748-4110</u></p>	<p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>01-2745</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>

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.

Ann E. Taylor *Ann E. Taylor* August 2 2001  
Name of Person Signing Signature Date

Docket No. 107442DIV2 Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:

08/17/2001 LMUELLER 00000206 012745 09041439 Commissioner for Patents, Box Assignments  
Washington, D. C. 20231

01 FC:581 80.00 CH

PATENT  
REEL: 012072 FRAME: 0582

**AGREEMENT TO RESCIND  
THE ASSIGNMENT OF INTELLECTUAL PROPERTY**

WHEREAS, AT&T Corp., a corporation created under the laws of the State of New York, having an office at 32 Avenue of the Americas, New York, New York 10013, U.S.A., by an instrument with an effective date of January 2, 1995, attached hereto as Exhibit A, conveyed, transferred and assigned to AT&T IPM Corp., a corporation created under the laws of the State of Florida, having an office at 2333 Ponce de Leon Boulevard, Coral Gables, Florida 33154, its entire right, title and interest to certain intellectual property, including trade secrets, inventions, patents, copyrights, mask works and applications therefore, but excluding trademarks, trade names and service marks, (the "Intellectual Property") it then owned or subsequently acquired the right to convey, transfer and assign (the Intellectual Property Assignment of January 2"); and

WHEREAS, for good and sufficient commercial reasons, each of AT&T Corp., and AT&T IPM Corp. desire to rescind the Intellectual Property Assignment of January 2.

WHEREAS, a Plan of Complete Liquidation for AT&T IPM Corp. (the "Plan of Liquidation") was adopted on August 24, 1995.

NOW THEREFORE, by this Agreement, AT&T Corp., in connection with the Plan of Liquidation, hereby rescinds the Intellectual Property Assignment of January 2 and AT&T Corp. hereby ratifies all acts, conveyances, transfers, licenses and grants of rights made by AT&T IPM Corp. with third parties (other than third parties owned or controlled by AT&T Corp.) up to and including the date of this Agreement.

AT&T IPM Corp. hereby concurs and joins in this rescission and hereby confirms into AT&T Corp. all rights and interests in all rights and obligations it may have created as a result of any acts, conveyances, transfers, licenses, and grants of rights made by it under the Intellectual Property Assignment of January 2.

Each of AT&T Corp. and AT&T IPM Corp. hereby agrees and confirms that AT&T Corp. holds all right, title and interest to all Intellectual Property and that the parties shall be restored to status quo ante with respect to such property. This Agreement may be signed in counterpart.

**BILL OF SALE, CONVEYANCE, ASSIGNMENT  
 AND TRANSFER OF ASSETS  
 PURSUANT TO A PLAN OF LIQUIDATION  
 DATED AUGUST 24, 1995,  
 FROM AT&T IPM CORP., A FLORIDA CORPORATION  
 (HEREINAFTER SOMETIMES CALLED THE SELLER),  
 TO AT&T CORP., A NEW YORK CORPORATION  
 (HEREINAFTER SOMETIMES CALL THE PURCHASER).**

WHEREAS, a Plan of Complete Liquidation for AT&T IPM Corp. was adopted on August 24, 1995; and

WHEREAS, the Seller and the Buyer have entered into certain agreements of recission of even date hereof.

NOW, THEREFORE, by this Bill of Sale, Conveyance, Assignment And Transfer of Assets (hereinafter "Bill of Sale") and for such good and sufficient consideration, the receipt of which is hereby acknowledged, Seller hereby conveys, assigns, and transfers to AT&T Corp. all right, title and interest it has to and all other property, tangible and intangible that it owns or controls on the date of this Agreement wherever located. This Agreement may be signed in counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale, Conveyance, Assignment and Transfer of Assets to be signed in their respective corporate names by one of their respective responsible officers and their respective corporate seals to be hereunto affixed and attested by their respective Secretaries, or one of their respective Assistant Secretaries, the day and year first above written.

Signed for AT&T IPM Corp. at Orlando, Florida  
 Florida, this 25 day of August, 1995

By James E. Lamar  
 James Lamar  
 President, AT&T IPM Corp.

Attest:

James E. Lamm  
Secretary

[SEAL]

Signed for AT&T Corp. at Somerset  
New Jersey, this 25<sup>th</sup> day of August, 1995.

By R. W. Miller  
R. W. Miller  
Executive Vice President  
and Chief Financial Officer,  
AT&T Corp.

Attest:  
  
\_\_\_\_\_  
Secretary

[SEAL]

The undersigned assistant secretary of AT&T Corp. hereby certifies that the attached "Agreement To Rescind The Assignment Of Intellectual Property," executed for AT&T Corp. on August 25, 1995 by R. E. Allen and by James E. Lamar for AT&T IPM Corp. on August 25, 1995, is a true and accurate copy of the original.

  
Dennis S. Pines, Assistant Secretary

State of Illinois  
County of DuPage

OFFICIAL SEAL  
JOYCE A ST JOHN  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. MAR 22 1998

  
Notary Public

Signed before me this 2nd day of October, 1995, by Dennis S. Pines.

AT&T IPM CORP. - MB-120994.121694

# EXHIBIT A

## INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, AT&T CORP., a corporation created under the laws of the State of New York (hereinafter ASSIGNOR), having an office at 32 Avenue of the Americas, New York, New York, 10013, U.S.A., presently owns and may continue to acquire future interests in certain intellectual property, including trade secrets, inventions, patents, copyrights, mask works and applications therefor, but excluding trademarks, trade names and service marks, (hereinafter INTELLECTUAL PROPERTY);

WHEREAS, ASSIGNOR desires to transfer, assign, convey, deliver and vest all of said interests and rights, for all countries, jurisdictions and political entities of the world, to and in AT&T IPM Corp., a corporation created under the laws of the State of Florida, having an office at 2333 Ponce de Leon Boulevard, Coral Gables, Florida 33134 (hereinafter ASSIGNEE);

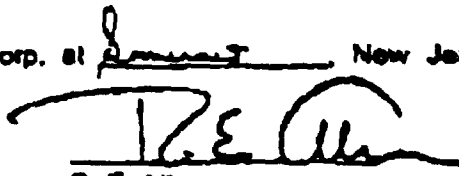
NOW, THEREFORE, in consideration of One Thousand shares of Common Stock of ASSIGNEE, par value \$.01 per share, effective January 2, 1995, ASSIGNOR by these presents does, subject to existing rights and licenses of third parties, hereby assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to ASSIGNEE, its successors, assigns and legal representatives or nominees; ASSIGNOR's entire right, title and interest, for all countries, jurisdictions and political entities of the world, to all INTELLECTUAL PROPERTY with respect to which, and to the extent to which, it now has or hereafter acquires the right to so assign, convey, transfer and deliver; provided, however, that with respect to patents which are currently the subject of litigation in any court; 1) such assignment conveyance transfer and delivery shall be effective upon the final determination of such litigation and shall include therewith all sums

AT&T IPM CORP. - NB-120994-121694

awarded as a result of such litigation; and ii) effective January 2, 1995, ASSIGNOR hereby grants to ASSIGNEE a non-exclusive license for all purposes including the right to sublicense others.

ASSIGNOR agrees that, upon request it will, at any time without charge to ASSIGNEE but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for vesting title to INTELLECTUAL PROPERTY in ASSIGNEE, its successors, assigns and legal representatives or nominees; including but not limited to any acts which may be necessary, desirable or convenient for claiming said rights and for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in ASSIGNEE, its successors, assigns and legal representatives or nominees.

Signed for AT&T Corp. at Lawrence New Jersey, this 20<sup>th</sup> day of December, 1994.

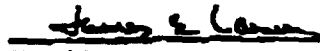



R. E. Allen  
Chairman of the Board of Directors and  
Chief Executive Officer  
AT&T CORP.

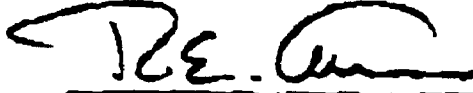


P. M. Suzuki  
Assistant Secretary

Accepted for AT&T IPM Corp. at Carol Collier, Florida, this 28 day of December, 1994.

  
President  
Secretary

Signed for AT&T Corp. at, Somerset New Jersey, this  
25<sup>th</sup> day of August, 1995



R. E. Allen  
Chairman of the Board of Directors and  
Chief Executive Officer, AT&T Corp.

Attest:

\_\_\_\_\_  
Secretary

Signed for AT&T IPM Corp. at Coral Gables  
Florida, this 25 day of August, 1995



James Lamar  
President, AT&T IPM Corp.

Attest:

James E. Lamar  
Secretary



AT&T IPM CORP. - MB-120794-121634

State of New Jersey )  
 ) ss:  
County of Lawrence )

On the 22nd day of December, 1994, before me came R. E. Allen, to me known, who, being by me duly sworn, did depose and says that he is Chairman of the Board of Directors and Chief Executive Officer of AT&T CORP., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation and that he signed his name thereto by like authority.

*Janet M. Espinal*  
Notary Public  
JANET M. ESPINAL  
Notary Public, State of New Jersey  
No. 2001972  
Qualified in Lawrence County  
Commission Expires September 28, 1995

State of Florida )  
 ) ss:  
County of Alachua )

On the 28th day of December, 1994, before me came James C. Loman

to me known, who, being by me duly sworn, did depose and says that he resides at Orlando, Florida that he is President of AT&T IPM CORP., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation and that he signed his name thereto by like authority.

*Alan V. Benjamin*  
Notary Public



ALAN V. BENJAMIN  
NOTARY PUBLIC - STATE OF FLORIDA  
December 8, 1991  
EXP. DATE 12/08/93