

11-21-2001

Form PTO-1595
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

11-20-01

To the Director – U.S. Patent and Trademark Office. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Alcatel, NA Cable Systems, Inc.

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

☐ yes☒ no

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

Nexans, Inc.
39 Second Street, NW
Hickory, NC 28601

NOV 20 2001

3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Names☐ Other

Additional name(s) & address(es) attached?

☐ yes☒ no

Execution Date: October 19, 2001

4. Application number(s) or patent number(s): **See attachment entitled, Schedule A."**

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

A. Patent Application No.(s)/Confirmation No.(s)

B. Patent No.(s)

Additional numbers attached?

☒ Yes☐ No

5668912

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

ALCATEL
Intellectual Property Department
1909 K Street, NW
Suite 800
Washington, D.C. 20006

6. Total number of applications and registration involved:

1

7. Total Fee (37 CFR 3.41): \$40.00

☐ Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No.☒ Authorized to be charged to Deposit Account

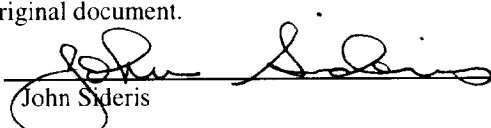
8. Deposit Account No.

50-0508

DO NOT WRITE IN 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.


John Sideris

Reg. No. 34,433

10/22/01

October 22, 2001

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET, ATTACHMENTS AND DOCUMENT: 4

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

Director – U.S. Patent and Trademark Office**Box Assignment****Washington, D.C. 20231**

11/20/2001 LNUELLER 00000120 500508 5668912

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400.00 CH

PATENT
REEL: 012302 FRAME: 0732

Schedule A

U.S. Patent Numbers:

5,668,912

5,883,334

5,796,046

4,675,475

4,756,270

Reissue No. 37,010 (originally US Patent No. 5,493,071)

5,936,205

5,619,016

5,814,406

U.S. Patent Application Number:

09/266291

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of October 19, 2001, by and between Alcatel NA Cable Systems, Inc., a corporation organized under the laws of the State of Delaware ("Alcatel NA Cable"), and Nexans Inc., a corporation organized under the laws of the State of Delaware ("Nexans").

WITNESSETH:

WHEREAS, Alcatel NA Cable is the owner of the patent applications and patents identified on Schedule A attached hereto (collectively, the "Patents"); and

WHEREAS, pursuant to its obligations under that certain Contribution Agreement between Alcatel NA Cable and Nexans dated October 1, 2000, Alcatel NA Cable desires to assign the Patents to Nexans, and Nexans desires to accept such assignment, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Upon the terms and subject to the conditions set forth in this Agreement, Alcatel NA Cable hereby assigns to Nexans all of Alcatel NA Cable's right, title and interest in, to and under the Patents TO HAVE AND TO HOLD the Patents unto Nexans and its successors and assigns, forever, and Nexans hereby accepts such assignment.
2. Representations and Warranties. Alcatel NA Cable hereby represents and warrants to Nexans that Alcatel NA Cable owns the Patents free and clear of any mortgage, lien, encumbrance or security interest.
3. Delivery of Records. As promptly as practicable after the date hereof, to the extent that Alcatel NA Cable has not already done so, Alcatel NA Cable shall deliver to Nexans all original agreements, instruments, documents, books and records primarily relating to the Patents in the possession of Alcatel NA Cable.
4. Further Assurances. (a) Each party hereto shall cooperate with the other party hereto to supply such information relating to the Patents as such other party may request from time to time and shall execute and deliver such further instruments and documents as such other party may request from time to time for the purpose of effecting, evidencing or giving notice of the transactions contemplated by this Agreement.

(b) Alcatel NA Cable hereby irrevocably constitutes and appoints Nexans as Alcatel NA Cable's true and lawful attorney-in-fact to execute, consent to, acknowledge, deliver, record and file any and all instruments and documents to effect, evidence or give notice of the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the introductory paragraph hereof.

ALCATEL NA CABLE SYSTEMS, INC.

By: 

Name: Edward B. Berres

Title: Director, Licensing & Contract