

01-30-2002



BELL-0116/01114

101964507

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

1. Name of conveying party(ies):

Joel E. Cordsmeyer **November 6, 2001**
 First Assignor Date of Execution

Frederick L. Edwards **November 6, 2001**
 Second Assignor Date of Execution

Robert J. Bates **November 7, 2001**
 Third Assignor Date of Execution

 Fourth Assignor Date of Execution

 Fifth Assignor Date of Execution

 Sixth Assignor Date of Execution

Additional name(s) of conveying party(ies) attached? () YES (x) NO

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

Name: **BellSouth Intellectual Property Corporation**

Street Address: 824 Market Street
 Suite 510

City: Wilmington

State Delaware ZIP 19801

Additional name(s) & address attached? () YES (x) NO

3. Nature of Conveyance (check only one):

New Assignment () Merger
 License Agreement () Security Agreement
 Change of Name () Other:

() Cross-reference of Assignment filed in United States
 Application No. ___/___/___, recorded on ___ at
 Reel No. ___ and Frame No. ___

4. Identification of Application number(s), patent number(s) OR date of execution of application to which assignment refers:

Application Nos.: **09/961,078** Patent Nos.: _____

Date application was signed by the first named executing inventor
JAN 23 2002

(Fill-in this date only if assignment is filed together with a new application)

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

Name: **David L. Marcus**
 WOODCOCK WASHBURN LLP
 One Liberty Place - 46th Floor
 Philadelphia, Pennsylvania 19103-7301
 215-568-3100

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 Number 23-3050

8. Please charge any deficiency or credit any overpayment to Deposit Account Number 23-3050

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.

David L. Marcus/Reg. No. 46,897 *[Signature]* 11/26/2001
 Name of Person Signing/Reg. No. Signature Date

Total number of pages including cover sheet, assignment document and additional pages attached thereto: _____

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

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

01/29/2002 DBYRNE 00000162 09961078
 40.00 DP

(Pending Application;
Serial No. Known)

ASSIGNMENT

WHEREAS, we **Joel E. Cordsmeyer, Frederick L. Edwards and Robert J. Bates**, hereinafter referred to as the assignors, residing respectively at **1534 Drayton Woods Drive, Tucker, Georgia 30084; 653 Morgans Trace, Ellenwood, Georgia 30294; and 5935 Haterleigh Drive, Alpharetta, Georgia 30065** are the joint inventors of certain inventions or improvements for which we have made application for Letters Patent to the United States, identified as Serial No. **09/961,078**, filed **September 21, 2001**, entitled **SYSTEM AND METHOD FOR REMOTELY INVENTORYING MULTIPLEXING ELEMENT SWITCHING FABRIC**; and

WHEREAS, **BellSouth Intellectual Property Corporation** hereinafter referred to as the assignee, of **824 Market Street, Suite 510, Wilmington, Delaware 19801**, a corporation of **Delaware**, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said application, 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:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to each of us in hand paid by said assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said assignee, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said assignee, to file in our names applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, 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 us had this assignment, sale and transfer not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent to said assignee, its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said assignee or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign

