

BELL-0116/01114 1010 A	1	
To The Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.		
Name of conveying party(ies):	2. Name and address of receiving party(ies):	
Joel E. Cordsmeyer November 6, 2001 First Assignor Date of Execution	Name: BellSouth Intellectual Property Corporation	
Frederick L. Edwards Second Assignor Robert J. Bates Third Assignor Fourth Assignor November 7, 2001 Date of Execution 1.23.0 Date of Execution	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):	
Fifth Assignor Date of Execution Sixth Assignor Date of Execution Additional name(s) of conveying party(ies) attached? () YES (x) NO	(x) 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 Noand Frame No	
4. Identification of Application number(s), patent number(s) OR of Application Nos.: 09/961,078 Patent Nos.:	JAN 2 3 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 (x) 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 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 40.00 09		
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PATENT REEL: 012509 FRAME: 0057 **DOCKET NO.: BELL-0116/01114**

PATENT Joint Inventors

(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

PATENT REEL: 012509 FRAME: 0058 applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

AND we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

AND this Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original of this Assignment. Additionally, we hereby authorize our attorneys to collect the signature pages of each executed counterpart and to attach those signature pages to a single copy of this instrument, which single copy and attached signature pages together shall constitute an original of this Assignment.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

11/1/01	Jule Corlange (L.S.)
Date	Joel E. Cordsmeyer

STATE OF Georgia: SS

On this day of Normber, year of O, before me personally came the above named to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Notary Public

Notary Public, Henry County, Georgia My Commission Expires August 11, 2002

PATENT Joint Inventors

STATE OF Dekalb

On this by day of November, year of of before me personally came the above named _____ ____ to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Notary Public, Henry County, Georgia My Commission Expires August 11, 2002

Robert J. Bates (L.S.)

STATE OF GEORGIA:
COUNTY OF GWINNETT: SS

RECORDED: 01/23/2002

On this $\frac{7}{Robert}$ day of $\frac{November}{8ates}$, year of $\frac{200}{8}$ before me personally came the above named $\frac{Robert}{Robert}$ to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Notary Public, Gwinnett County, Ge My Commission Expires Feb. 19, 2004