

02-20-2002

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OMB No. 0651-0027 (exp. 5/31/2002)

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101987295

31000 U.S. PTO 101987295 02/06/02

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

1. Name of conveying party(ies):

Andrew L. Norrell
James Schley-May

2-6-02

2. Name and address of receiving party(ies)

Name: 2Wire, Inc.

Internal Address: _____

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

3. Nature of conveyance:

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

Street Address: 1704 Automation Parkway

City: San Jose State: CA Zip: 95131

Execution Date: February 5, 2002

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

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

10,072,091

If this document is being filed together with a new application, the execution date of the application is: 2/5/2002

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Wendi R. Schepler

Internal Address: Carr & Ferrell, LLP

02/14/02 IAD001 00000044 10072091
04 FC:5B: 40.00 DP

Street Address: 2225 East Bayshore Rd., Suite 200

City: Palo Alto State: CA Zip: 94303

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

06-0600

(Attach duplicate copy of this page if paying by deposit account)

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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.

Wendi R. Schepler, Reg. No. 43,091

Wendi R. Schepler
Signature

February 6, 2002

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT REEL: 012576 FRAME: 0874

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned, **Andrew L. Norrell and James T. Schley-May**, do hereby sell, assign, and transfer to **2Wire, Inc.**, a corporation with offices at 1704 Automation Parkway, San Jose, CA 95131 ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the United States Patent Application, executed concurrently herewith, entitled:

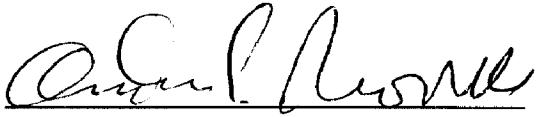
"Loop Extender with Communications, Control, and Diagnostics"

and in and to said application and all utility, divisional, continuing, substitute, renewal, reissue, and all other patent applications which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States patent application; and

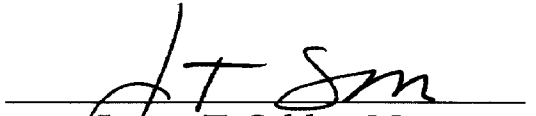
Agree that said Assignee may apply for and receive patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: 2/5/02

Name: 
Andrew L. Norrell

Date: 2/1/02

Name: 
James T. Schley-May