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RCA 90195

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05-22-2002



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RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Honorable Assistant Commissioner for Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): JOHN WILLIAM RICHARDSON KUMAR RAMASWAMY Additional name(s) of conveying party(ies) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		2. Name and address of receiving party(ies): Name: THOMSON Licensing S.A. Internal Address: 46 Quai A. Le Gallo F-92100 Boulogne-Billancourt France Street Address: City: State: Zip: Additional name(s) & address(es) attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
3. Nature of conveyance: Assignment <input checked="" type="checkbox"/> Merger Security Agreement Change of Name Other Execution Date: 31 July and 10 August 2000, respectively		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.(s) US 60/157,706 US 60/210,257 PCT/US00/17476 Additional numbers attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: JOSEPH S. TRIPOLI Internal Address: PATENT OPERATIONS- THOMSON MULTIMEDIA LICENSING INC. Street Address: PO Box 5312 City: PRINCETON State: NEW JERSEY Zip :08543-5312		6. Total number of applications and patents involved: <u> 1 </u> 7. Total Fee (37 CFR 3.41): \$40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 07-0832	

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.

FRANK Y. LIAO Reg. No.
Name of Person Signing

40065 F. Li
Signature

4/2/02
Date

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

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Assistant Commissioner for Patents
Box Assignments
Washington, D.C. 20231

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04/10/2002 LLANDGRA 00000011 070832 10089773
02 FC:581 40.00 CH

PATENT
REEL: 012903 FRAME: 0995

ASSIGNMENT AND AGREEMENT

I hereby declare that I am the sole inventor (if only one inventor is named below) or one of **two (2)** joint inventors (if plural inventors are named below) of the inventions relating to **SYSTEM AND METHOD FOR PROVIDING POTS SERVICES IN DSL ENVIRONMENT IN EVENT OF FAILURES** described in RCA Docket No. 90195 and thereupon-based International (Patent Cooperation Treaty) Application for patent about to be filed or lately filed by said corporation naming me/us as inventor(s).

For valuable consideration received, I hereby sell, assign and transfer to THOMSON LICENSING S.A. a corporation duly organized and existing under the laws of France, its successors, and assigns my entire right, title and interest, for all countries in and to said inventions and applications, and all the rights and privileges under any and all Patents that may be granted therefor, and any divisions, continuations, reissues and extensions thereof.

I agree that, when requested, I will, without charge to said corporation but at its expense, sign all papers, take all rightful oaths, make all rightful declarations and do all acts which may be necessary, desirable or convenient for securing and maintaining patents or other forms of protection for said inventions in any and all countries and for vesting title thereto in said corporation, its successors, assigns or nominees.

I agree that I will communicate to said corporation or its representatives any facts known to me respecting said inventions and when requested by said corporation and at its expense will testify in any legal proceedings, and generally do everything possible to aid said corporation, its successors, assigns and legal representatives or nominees, to obtain or enforce proper protection for said inventions in any and all countries.

I authorize and empower said corporation, its successors, assigns or nominees, to make application for patent or other form of protection for said inventions in its or their own name, or in my/our name, in any and all countries and to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from me.

I hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said corporation or its successors, assigns or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

I covenant with THOMSON LICENSING S.A., its successors, assigns, legal representatives, and nominees, that to the best of my knowledge the right, title and interest herein conveyed by me are free and clear of any encumbrance, and that I have full right to convey the same as herein expressed.

Signed at	_____	Date	_____
Inventor (1)	<u>John William Richardson</u> (Type or Print)		_____ (Signature in Full. No initials.)
Post Office Address	<u>2026 North East Bay Drive, Apt. B, Greenfield, Indiana 46140, USA</u>		
1st Witness	_____		_____ (Signature in Full. No initials.)
2nd Witness	_____		_____ (Signature in Full. No initials.)
Signed at	<u>3 Indianapolis, IN</u>	Date	<u>10th August, 2000</u>
Inventor (2)	<u>Kumar Ramaswamy</u> (Type or Print)		<u>Kumar Ramaswamy</u> (Signature in Full. No initials.)
Post Office Address	<u>9417B College Drive, Indianapolis, Indiana 46240-4102, USA</u>		
1st Witness	<u>Elizabeth Ann Jackson</u> (Type or Print)		<u>Elizabeth Ann Jackson</u> (Signature in Full. No initials.)
2nd Witness	<u>WILLIAM ADAMSON LAGONI</u> (Type or Print)		<u>William Adamson Lagoni</u> (Signature in Full. No initials.)
Signed at	_____	Date	_____
Inventor (3)	_____		_____ (Signature in Full. No initials.)
Post Office Address	_____		
1st Witness	_____		_____ (Signature in Full. No initials.)
2nd Witness	_____		_____ (Signature in Full. No initials.)

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I agree that, when requested, I will, without charge to said corporation but at its expense, sign all papers, take all rightful oaths, make all rightful declarations and do all acts which may be necessary, desirable or convenient for securing and maintaining patents or other forms of protection for said inventions in any and all countries and for vesting title thereto in said corporation, its successors, assigns or nominees.

I agree that I will communicate to said corporation or its representatives any facts known to me respecting said inventions and when requested by said corporation and at its expense will testify in any legal proceedings, and generally do everything possible to aid said corporation, its successors, assigns and legal representatives or nominees, to obtain or enforce proper protection for said inventions in any and all countries.

I authorize and empower said corporation, its successors, assigns or nominees, to make application for patent or other form of protection for said inventions in its or their own name, or in my/our name, in any and all countries and to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from me.

I hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said corporation or its successors, assigns or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

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Signed at	<u>3 Indianapolis, IN</u>	Date	<u>4/7/31/00</u>
Inventor (1)	<u>John William Richardson</u> (Type or Print)	<u>John William Richardson</u> (Signature in Full. No initials.)	
Post Office Address	<u>2026 North East Bay Drive, Apt. B, Greenfield, Indiana 46140, USA</u>		
1st Witness	<u>6 MICHAEL ANTHONY RUGEL</u> (Type or Print)	<u>7 Michael Anthony Rugel</u> (Signature in Full. No initials.)	
2nd Witness	<u>8 Chantrel Annette Davis</u> (Type or Print)	<u>9 Chantrel Annette Davis</u> (Signature in Full. No initials.)	
Signed at	_____	Date	_____
Inventor (2)	<u>Kumar Ramaswamy</u> (Type or Print)	_____ (Signature in Full. No initials.)	
Post Office Address	<u>9417B College Drive, Indianapolis, Indiana 46240-4102, USA</u>		
1st Witness	_____ (Type or Print)	_____ (Signature in Full. No initials.)	
2nd Witness	_____ (Type or Print)	_____ (Signature in Full. No initials.)	
Signed at	_____	Date	_____
Inventor (3)	_____ (Type or Print)	_____ (Signature in Full. No initials.)	
Post Office Address	_____		
1st Witness	_____ (Type or Print)	_____ (Signature in Full. No initials.)	
2nd Witness	_____ (Type or Print)	_____ (Signature in Full. No initials.)	