

05-24-2002



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

1. Name of conveying party(ies):

Marvin Jeffery Wilson April 29, 2002
First Assignor Date of Execution

Ren-Wei Liou April 29, 2002
Second Assignor Date of Execution

Thomas L. Georges May 3, 2002
Third Assignor Date of Execution

Harry Tang April 29, 2002
Fourth Assignor Date of Execution

5/22/02

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 901

City: Wilmington

State Delaware ZIP 19801

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

3. Nature of Conveyance (check only one):

- New Assignment
- License Agreement
- Change of Name
- Merger
- Security Agreement
- 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. 10/112,558

Patent Nos.:

Date application was signed by the first named executing inventor

(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, Esq.
WOODCOCK WASHBURN LLP
One Liberty Place - 46th Floor
Philadelphia, Pennsylvania 19103-7301
215-568-3100

6. Total number of applications and patents involved: _____

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
Name of Person Signing/Reg. No.

Signature

5/10/02

Date

Total number of pages including cover sheet, assignment document and additional pages attached thereto: 6

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

(Pending Application;
Serial No. Known)

ASSIGNMENT

WHEREAS, we **Marvin Jeffery Wilson, Ren-Wei Liou, Thomas L. Georges, and Harry Tang**, hereinafter referred to as the assignors, residing respectively at **3787 Centennial Trail, Duluth, Georgia 30096; 5407 Oxford Chasse Way, Dunwoody, Georgia 30338; 105 Lake Top Court, Roswell, Georgia 30076; 2506 Madison Avenue, Atlanta, Georgia 30360** 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. **10/112,558**, filed **March 28, 2002**, entitled **SYSTEM AND METHOD FOR PROVISIONING VIRTUAL CIRCUITS IN BROADBAND ACCESS MULTIPLEXING ELEMENTS**; and

WHEREAS, **BellSouth Intellectual Property Corporation** hereinafter referred to as the assignee, of **824 Market Street, Suite 901, 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

