

07-24-2002



102166428

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

1. Name of conveying party(ies):

AT&T Corporation, a New York Corporation
32 Avenue of the Americas
New York, New York

FINANCE SECTION

7-18-02

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

Name: Cooper Union for the Advancement of Science and Art

Internal Address: _____

Street Address: 30 Cooper Square

City: New York State: NY ZIP: 10003-7120

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

3. Nature of conveyance:

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

Execution Date: June 27, 2001

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

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.:

B. Patent Nos. (ten US patents)

5,289,523; 5,463,665; 5,513,254; 5,515,424; 5,539,806;
5,673,430; 5,678,041; 5,694,459; 5,745,550; 5,774,534

Additional numbers attached? Yes No

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

Name: Robert W. Strozier

Internal Address: _____
Robert W. Strozier, PLLC

Street Address: 2925 Briarpark Drive, Suite 930

City: Houston State: TX ZIP: 77042

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

8. Deposit account number: 501518

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

DO NOT USE THIS SPACE

07/23/2002 DBYRNE 00000095 5289523

01 FC:581

400.00

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.

Robert W. Strozier
Name of Person Signing

18 July 2002
Date

Total number of pages comprising cover sheet: 1

AGREEMENT TO DONATE CERTAIN PATENTS

AGREEMENT dated as of June 28, 2001, by and among AT&T Corp., a New York corporation having its principal office at 32 Avenue of the Americas, New York, New York ("Donor") and The Cooper Union for the Advancement of Science and Art ("Donee"), an academic institution qualifying as exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code, as amended, and a validly existing academic institution under the laws of New York.

WITNESSETH:

WHEREAS, Donee, a national leader in telecommunications research and education, desires to continue to grow in the telecommunication field through its academic studies and by its licensing program; and

WHEREAS, Donor desires to donate and convey to Donee, and Donee desires to acquire from Donor, all of Donor's right, title and interest in and to certain United States patents identified in the attached Schedule A and all corresponding foreign patents issued and applications filed, if any (the "Patents").

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties hereby agree as follows:

**ARTICLE I
CONVEYANCE**

1.1. Conveyance of Patents. Upon the terms and conditions herein set forth, Donor hereby donates, assigns and conveys to Donee at the Closing (as hereinafter defined), and Donee hereby accepts from Donor, at the Closing:

(a) all right, title and interest of Donor in and to the Patents and all certificates of issuance therefor, and all causes of action (and the proceeds thereof) in favor of Donor hereafter accruing with respect to such Patents, free and clear of all liabilities, pledges, security interests, mortgages, liens, restrictions, claims, set-offs, equities, encumbrances or charges (collectively, "Encumbrances"), except subject to any prior existing non-exclusive licenses granted to others under the Patents; and

(b) all right, title and interest in and to all files, records and other information that Donor has within its possession or control applicable to the Patents (the "Patent Files") (the Patents and Patent Files are collectively "the Assets").

1.2 Liabilities. Donee shall assume no liabilities or obligations, whether now existing or arising in the future, fixed or contingent, known, or unknown of Donor or any of Donor's affiliates or predecessors from and after the Closing under any license agreement entered into by Donor prior to the Closing, which grants licenses under any of the Patents.

ARTICLE II
DONATED VALUE OF PATENTS

2.1 Donated Value. The conveyance, assignment and transfer of the Patents to Donee under section 1.1 hereof are being done as a charitable donation. The estimated value of the Assets according to an independent third party evaluation report ("AC Report") by InteCap, Inc. ("Third Party Evaluator") attached as Exhibit 1 hereto, is in the amount of thirty one million, five hundred seventy thousand dollars (\$31,570,000.00) (the "Donated Value"). This valuation does not include an assessment of the foreign patents listed on Schedule A.

ARTICLE III
THE CLOSING

3.1 Time and Place of Closing. The closing of the donation of the Assets hereunder shall take place at the offices of the Donee in New York, NY on *June 27, 2001* (the "Closing").

2nd 8915 6127101

3.2 Deliveries to be Made by Donor. At the Closing, Donor shall deliver to Donee an executed U.S. patent assignment, an executed foreign patent assignment and an executed foreign patent application assignment by Donor to Donee in the form attached hereto as Exhibit 2, 3 and 4 respectively.

Within thirty (30) days after Closing, Donor shall deliver to Donee (i) an original of each certificate of issuance of the Patents currently in effect and (ii) Donor's original or copy of each patent application's file histories.

3.3 Deliveries to be Made by Donee. At the Closing, Donee shall deliver to Donor a receipt for the Donated Value of the Patents in the form of Exhibit 5 duly executed by Donee.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF DONOR

Donor hereby makes the following representations and warranties, each of which is complete and correct on and as of the date hereof, and will continue to be correct through the Closing unless otherwise stated herein:

4.1 Organization and Good Standing of Donor. Donor is a corporation duly organized and validly existing under the laws of the State of New York.

4.2 Authority; Execution. Donor has all requisite power and authority, corporate and otherwise, to own, exploit and utilize the Patents and to conduct its business with respect to the Patents and to execute, deliver and perform its obligations under this Agreement, subject to any pre-existing licenses granted to others under the Patents. The execution and delivery of this Agreement, and each of the other instruments of transfer, conveyance and assignment delivered by Donor to Donee hereunder have been duly and validly authorized by all necessary corporate and other action

on the part of Donor, and this Agreement has been duly executed by Donor and constitutes the valid and binding agreement of Donor, enforceable in accordance with its respective terms.

4.3 Breach of Statute or Contract. The execution, delivery and performance of this Agreement by Donor and the consummation of the transactions contemplated hereby will not to Donor's knowledge: (i) violate or conflict with any provision of the organizational documents of Donor; (ii) result in the creation of any encumbrance upon any of the Patents pursuant to the terms of any such instrument, except for licenses previously granted to others under the Patents, or (iii) violate or conflict with any law, regulation, judgment, order, writ, injunction or decree of any court or governmental body of any jurisdiction applicable to Donor.

4.4 Ownership and Liability Donor makes no warranties either express or implied, whatsoever in respect of the Assets, except (a) that Donor is the sole and exclusive owner of the Patents to be donated to Donee, that Donor has authority to enter into this Agreement, and that none of the Patents are the subject of any currently pending legal proceeding before any tribunal nor have any of the Patents been adjudicated to be invalid (b) to the reasonable knowledge of Donor's Intellectual Property Management organization, Donor is not aware of any infringers who are unlicensed, and (c) to the reasonable knowledge of Donor's Intellectual Property Management organization, Donor has not consented to any other agreements or understandings to license, encumber, convey or otherwise donate rights in or to the Patents except for the license agreements identified and set forth in Schedule B (the "License Agreements").

4.5 No Other Representation and Warranties by Donor. EXCEPT AS PROVIDED FOR IN SECTIONS 4.1 - 4.4, THE PATENTS ARE PROVIDED TO DONEE "AS IS." DONEE ASSUMES TOTAL RESPONSIBILITY AND RISK FOR ITS USE OF THE PATENTS, INCLUDING THE RISK OF ANY DEFECTS OR INACCURACIES THEREIN. DONOR EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. IN NO EVENT SHALL DONOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF ADVANTAGE, LOSS OF SAVINGS, LOSS OF REVENUES OF ANY KIND, INCREASED COST OF OPERATIONS, BUSINESS INTERRUPTION OR LOSS OF INFORMATION, EVEN IF DONOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FURNISHING OF THE AC REPORT BY THE THIRD PARTY EVALUATOR TO DONEE SHALL NOT CONSTITUTE THE MAKING OF ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONTENT OF SUCH REPORT.

4.6 The Patents. Schedule A hereto sets forth a correct and complete list of the Patents to be donated to Donee. All issued Patents described in Schedule A are in full force and effect, and no filings or other action is required for at least 120 days from the Closing Date to maintain the Patents described in Schedule A in full force and effect. True and complete copies of all license agreements known to Donor's IP Management organization that grant rights under one or more of the Patents and that permit disclosure to third parties shall be delivered to Donee at or after Closing and described in Schedule B. Donor has paid in full all maintenance fees and expenses for the Patents through and including the Closing Date. Donee shall be responsible for payment of all maintenance fees and expenses for all the patents after the Closing Date. All license agreements that permit disclosure and that are provided to Donee will be provided pursuant to the non-disclosure agreement signed on November 21, 2000.

4.7 Donor's Technical/Commercial Assistance. Donor shall provide to Donee reasonable access to Donor's subject matter experts knowledgeable of the Patents, if any. The access can be face-to-face, by telephone, video conference or any other mutually convenient mode. The exchanges are intended to assist Donee in understanding the inventions and their potential applications in the market place. The Donor shall also take reasonable steps to assist with the commercialization of these Patents by providing access to licensing professionals from Donor's Intellectual Property Management organization. Access will be coordinated through a single point of contact for the Donor and Donee to be designated by the signatory to this Agreement. Donor's assistance shall be provided on a reasonable and prompt basis but for no more than five hours per week and for one (1) year from the date of Closing, unless a need for further assistance from Donor beyond the one (1) year term is identified by Donee and agreed to by Donor.

4.8 Attorneys of Choice. Donor and Donee have been represented by competent legal counsel throughout the negotiation and signing of this Agreement, and are not subject to any duress or otherwise forced to donate or receive the Patents as contemplated in this Agreement.

4.9 Donated Value. The Donated Value, as set forth in Article II of this Agreement has been calculated in the AC Report attached hereto as Exhibit 1 by the Third Party Evaluator, and Donee agrees such Donated Value to be at least equal to the fair and reasonable market value of the Patents.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF DONEE

Donee hereby makes the following representations and warranties each of, which is complete and correct on and as of the date hereof:

5.1 Organization and Good Standing of Donee. Donee is an academic institution qualifying as exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code, as amended, and a validly existing academic institution under the laws of New York.

5.2 Authority; Execution. Donee has all requisite power and authority, to execute, deliver and perform its obligations under this Agreement. The execution and delivery of this Agreement by

Donee has been duly and validly authorized by all necessary action on the part of Donee, and this Agreement has been duly executed by Donee and constitutes a valid and binding agreement of Donee, enforceable in accordance with its terms.

ARTICLE VI

MISCELLANEOUS COVENANTS

6.1 Further Assurances. Donor shall from time to time, upon the request and at the expense of Donee, but without further consideration, do, execute, acknowledge, deliver and file, or shall cause to be done, executed, acknowledged, delivered and filed, all such further acts, deeds, transfers, conveyances, assignments or assurances (including, without limitation, for purposes of transferring record ownership of the Patents thereof to Donee) as may be reasonably requested by Donee for transferring, conveying, assigning and reducing the Patents to Donee's possession, ownership and use. Donor shall deliver to Donee such other records, documentation and information (or copies thereof, as appropriate), in Donor's possession or control as may be reasonably requested by Donee to assist Donee in the use and protection of the Patents.

6.2 Mail and Communications. Donor shall promptly remit to Donee any mail or other communications, including, without limitation, any written inquiries, relating to the Patents, which are received by Donor from and after the Closing. Promptly following the Closing, Donee shall notify the U.S. Patent and Trademark Office ("PTO") that the Patents have been transferred to Donee and provide the PTO with the address to which correspondence concerning Patent matters should be forwarded. Donee shall be responsible for recording its assignments of the Patents with the PTO, including any costs thereof.

ARTICLE VII

GENERAL

7.1 Expenses. The parties shall each bear their own expenses in connection with the negotiation, execution and delivery of this Agreement and the performance of their respective obligations hereunder.

7.2 Waiver. Any failure of any party hereto to comply with any of the obligations or agreements set forth in this Agreement, or to fulfill any condition set forth herein, may be waived only by written instrument signed by the other party. No failure by any party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any right hereunder by any party preclude any other or future exercise of that right or any other right hereunder by that party.

7.3 Notices. All notices, requests or other communications required or permitted hereunder shall be given in writing and delivered either by (a) hand delivery, (b) by facsimile transmission with confirmed telephone answerback, (c) by postage prepaid, registered or certified mail, return receipt requested, or (d) by overnight courier to the party to receive the same at its respective address set forth below, or at such other address as may from time to time be designated by such party to the others in accordance with this Section 7.3:

If to Donor, to: AT&T Corp.
180 Park Avenue, Building 104
Florham Park, NJ 07932
ATTN: Jeffrey J. Farah

Telephone: (973) 236-6567
Fax: (973) 236-2077

If to Donee, to: The Cooper Union for the Advancement of Science and Art
30 Cooper Square
New York, NY 10003-7120
ATTN: Robert E. Hawks

Telephone: (212) 353-4150
Fax: (212) 353-4271

Any notice, request or other communications shall be deemed to have been given and to be effective upon receipt or refusal by the addressee. Any party may change its address for notices hereunder, effective upon giving of notice of such change hereunder to the other parties.

7.4 Remedies. Each party shall, be entitled to specific performance to enforce the obligations of the other party. Except as expressly provided in this Agreement, all specific remedies provided for in this Agreement are cumulative and are not exclusive of one another or of any other remedies available. Notwithstanding anything to the contrary set forth in this Agreement each of the parties expressly waives any and all rights it may have to rescind or revoke this Agreement.

7.5 Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

7.6 Entire Agreement. The making, execution and delivery of this Agreement by the parties have been induced by no representations, statements, warranties or agreements other than those herein expressed. This Agreement, the attached Schedules, and Exhibits embody the entire understanding of the parties with respect to the subject matter hereof, and there are no other agreements or understandings, written or oral, in effect between the parties with respect to the subject matter hereof unless expressly referred to herein. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment. The parties have made no representations or warranties not expressly set forth in this Agreement. This Agreement supersedes and terminates all prior discussions, negotiations, understandings, arrangements and agreements among the parties relating to the subject matter hereof, except as expressly set forth herein.

7.7 Successors and Assigns. This Agreement and the provisions thereof shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

7.8 Governing Law. The validity, construction, operation and effect of any and all of the terms and provisions of this Agreement shall be determined and enforced in accordance with the laws of the New York without giving effect to principles of conflicts of law.

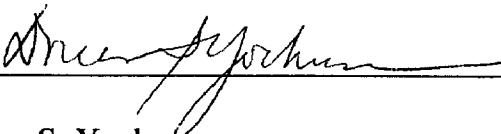
7.9 Press Releases. Any press releases or other public disclosure relating to the terms and conditions of this Agreement shall be mutually approved in advance in writing by both parties.

7.10 Arbitration. All controversies or claims of any nature arising out of or relating to this Agreement or the breach, termination or validity thereof, whether based on contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory (the "Claim") which cannot be rendered amicably by the parties shall be resolved solely and exclusively by arbitration by the CPR Institute for Dispute Resolution ("CPR") in accordance with the provisions of this paragraph and the CPR Rules for Non-Administered Arbitration to the extent such rules do not conflict with this paragraph and Agreement. To institute arbitration, either party (the "Claimant") shall provide written notice to the other party (the "Respondent") and the CPR. The Respondent's notice of defense shall be served upon the Claimant within ten (10) days after the Respondent receives (in the case of an arbitration commenced against Donor, notice of arbitration shall not be deemed received unless it references this Agreement and is sent to Donor's general counsel, with copy to the persons to whom any notices under this Agreement must be sent, if any) the notice of arbitration (the date of receipt of notice of arbitration being "Commencement"). The arbitration shall be conducted by one (1) arbitrator and if the parties cannot mutually agree upon the arbitrator within fifteen (15) days after Commencement, the parties shall notify CPR and an arbitrator knowledgeable in the legal and technical aspects of the Claim shall be appointed by CPR within twenty-five (25) days of Commencement. The arbitrator shall strictly limit discovery to the production of documents directly relevant to the facts alleged in the notices of arbitration and defense and, if depositions are required, each party shall be limited to three (3) depositions of no longer than three (3) hours each. If the arbitrator decides to hold an evidentiary hearing, each party's presentation of its case, including its direct and rebuttal testimony, shall be limited to three (3) days. The arbitrator shall issue an order preventing the parties, CPR and any other participants to the arbitration from disclosing to any third party any information obtained via the arbitration, including discovery documents, evidence, testimony and the award except as may be required by law. All requests for injunctive relief shall be decided by the arbitrator, provided, however, that requests for temporary injunctive relief may be submitted to a court of competent jurisdiction if the arbitrator has not yet been appointed. The arbitrator shall have the authority to modify any injunctive relief granted by such a court. The arbitration award shall: (a) be in writing; (b) state only the damages and injunctive relief granted, if any; (c) be made final within six (6) months of Commencement; and (d) be entered by either party in any court having competent jurisdiction provided that the party entering the award shall request that the court prevent the award from becoming publicly available except as may be required by law. The arbitrator shall not limit, expand or otherwise modify the terms of this Agreement. The arbitrator shall orally state the reasoning on which the award rests but shall not state such reasoning in any writing. Each party shall bear its own expenses, but those related to the compensation of the arbitrator shall be borne equally. The parties agree that the existence and contents of the entire arbitration, including the award, shall be deemed a compromise of a dispute under Rule 408 of the Federal Rules of Evidence, shall not be discoverable in any proceeding, shall not be admissible in any court (except for the enforcement thereof) or arbitration

and shall not bind or collaterally estop either party with respect to any claim or defense made by any third party.

IN WITNESS WHEREOF, the parties have duly signed this Agreement the day and year first written above.

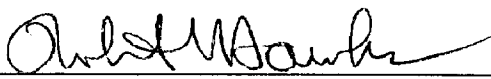
AT&T CORP.

By: 

Name: Doreen S. Yochum

Title: Chief Operating Officer, AT&T Laboratories

**THE COOPER UNION FOR THE ADVANCEMENT
OF SCIENCE AND ART**

By: 

Name: Robert ^{E.}W. Hawks

Title: Vice President for Business Affairs and Treasurer

SCHEDULE A

U.S. Patents

| <i>U.S. Patent No.</i> | <i>Inventors</i> | <i>Title</i> | <i>Filing Date</i> | <i>Issuance Date</i> |
|------------------------|------------------|--|--------------------|----------------------|
| 5515424 | Kenney | System and Method for Providing Selected Video Images to Local Telephone Stations | December 13, 1993 | May 7, 1996 |
| 5774534 | Mayer | Context-Based Transactions Using Broad Cast Advertising | June 18, 1997 | June 30, 1998 |
| 5513254 | Markowitz | Method and Apparatus For Processing Facsimile Transmissions | December 28, 1994 | April 30, 1996 |
| 5694459 | Backaus | Personalized Information Service System | January 16, 1997 | December 2, 1997 |
| 5678041 | Baker | System and Method for Restricting User Access Rights on the Internet Based on Rating Information Stored in a Relational Database | August 25, 1995 | October 14, 1997 |
| 5673430 | Story | System and Method for Optimizing Subscriber Programming Preferences | October 31, 1995 | September 30, 1997 |
| 5463665 | Millios | Relaying of Messages Between Hearing Impaired Callers Using Keyboards and Other Callers | November 4, 1993 | October 31, 1995 |
| 5745550 | Eisdofer | Multiply Accommodated Message Relaying for Hearing impaired Callers | June 7, 1995 | April 28, 1998 |
| 5289523 | Kasday | Telecommunications Relay Service Method and Apparatus | July 31, 1992 | February 22, 1994 |
| 5539806 | Allen | Method for Customer Selection of Telephone Sound Enhancement | September 23, 1994 | August 23, 1996 |

Foreign Patents

| <i>Country</i> | <i>Appl./Patent No.</i> | <i>Inventors</i> | <i>Title</i> | <i>Filing Date</i> | <i>Issuance Date</i> |
|----------------------------|-------------------------|------------------|---|--------------------|----------------------|
| Canada | Patent No. 2135414 | Kenney | System and Method for Providing Selected Video Images to Local Telephone Stations | November 9, 1994 | December 29, 1998 |
| China | Appl. No. 94112925.X | Kenney | System and Method for Providing Selected Video Images to Local Telephone Stations | December 9, 1994 | |
| European Patent Convention | Appl. No. 94308852.6 | Kenney | System and Method for Providing Selected Video Images to Local Telephone Stations | November 30, 1994 | |
| Japan | Patent No. 7212488 | Kenney | System and Method for Providing Selected Video Images to Local Telephone Stations | December 9, 1994 | January 31, 2001 |
| Japan | Appl. No. 147415/2000 | Kenney | System and Method for Providing Selected Video Images to Local Telephone Stations | May 19, 2000 | |
| Mexico | Patent No. 198037 | Kenney | System and Method for Providing Selected Video Images to Local Telephone Stations | November 30, 1994 | August 11, 2000 |
| Singapore | Appl. No. 9604571-1 | Kenney | System and Method for Providing Selected Video Images to Local Telephone Stations | November 30, 1994 | |
| Canada | Patent No. 2164896 | Mayer | Context-Based Transactions Using Broad Cast Advertising | December 11, 1995 | November 21, 2000 |
| Canada | Patent No. 2161474 | Markowitz | Method and Apparatus For Processing Facsimile Transmissions | October 26, 1995 | December 1, 1998 |
| Canada | Patent No. 2128306 | Backaus | Personalized Information Service System | July 18, 1994 | December 15, 1998 |

| <i>Country</i> | <i>Appl./Patent No.</i> | <i>Inventors</i> | <i>Title</i> | <i>Filing Date</i> | <i>Issuance Date</i> |
|-----------------------------------|------------------------------|------------------|---|---------------------------|-------------------------|
| China | Appl. No. 94115140.9 | Backaus | Personalized Information Service System | September 8, 1994 | |
| European Patent Convention | Appl. No. 94306560.7 | Backaus | Personalized Information Service System | September 7, 1994 | |
| Japan | Appl. No. 244916.1994 | Backaus | Personalized Information Service System | September 14, 1994 | |
| Mexico | Patent No. 188711 | Backaus | Personalized Information Service System | September 9, 1994 | April 22, 1998 |
| Canada | Patent No. 2176775 | Baker | System and Method for Restricting User Access Rights on the Internet Based on Rating Information Stored in a Relational Database | May 16, 1996 | August 3, 1999 |
| China | Appl. No. 96107933.9 | Baker | System and Method for Restricting User Access Rights on the Internet Based on Rating Information Stored in a Relational Database | June 4, 1996 | |
| European Patent Convention | Appl. No. 96303819.5 | Baker | System and Method for Restricting User Access Rights on the Internet Based on Rating Information Stored in a Relational Database | May 29, 1996 | |
| Japan | Appl. No. 143371/1996 | Baker | System and Method for Restricting User Access Rights on the Internet Based on Rating Information Stored in a Relational Database | June 6, 1996 | |
| Mexico | Patent No. 199028 | Baker | System and Method for Restricting User Access Rights on the Internet Based on Rating Information Stored in a Relational Database | May 31, 1996 | October 12, 2000 |

| <i>Country</i> | <i>Appl./Patent No.</i> | <i>Inventors</i> | <i>Title</i> | <i>Filing Date</i> | <i>Issuance Date</i> |
|----------------------------|-------------------------|------------------|---|--------------------|----------------------|
| Canada | Appl. No. 2233576 | Story | System and Method for Optimizing Subscriber Programming Preferences | October 11, 1996 | |
| European Patent Convention | Appl. No. 96936355.5 | Story | System and Method for Optimizing Subscriber Programming Preferences | October 11, 1996 | |
| Japan | Appl. No. 515215/1997 | Story | System and Method for Optimizing Subscriber Programming Preferences | October 11, 1996 | |
| Canada | Patent No. 2134484 | Millios | Relaying of Messages Between Hearing Impaired Callers Using Keyboards and Other Callers | October 27, 1994 | June 16, 1998 |
| Great Britain | Patent No. 2283640 | Millios | Relaying of Messages Between Hearing Impaired Callers Using Keyboards and Other Callers | October 26, 1994 | April 8, 1998 |
| Mexico | Patent No. 186859 | Millios | Relaying of Messages Between Hearing Impaired Callers Using Keyboards and Other Callers | November 3, 1994 | November 5, 1997 |
| Canada | Patent No. 2156876 | Allen | Method For Customer Selection Of Telephone Sound Enhancement | August 24, 1995 | May 11, 1999 |
| European Patent Convention | Appl. No. 95306478.9 | Allen | Method For Customer Selection Of Telephone Sound Enhancement | September 14, 1995 | |
| Mexico | Patent No. 197489 | Allen | Method For Customer Selection Of Telephone Sound Enhancement | September 19, 1995 | July 14, 2000 |

SCHEDULE B
Pre-Existing Non-Exclusive License Agreements with AT&T Corp.

| Licensee | Date | US Patent No. '424 | US Patent No. '534 | US Patent No. '254 | US Patent No. '459 | US Patent No. '041 | US Patent No. '430 | US Patent No. '665 | US Patent No. '550 | US Patent No. '523 | US Patent No. '806 |
|------------------------------------|----------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Alcatel, N.V. | 01/01/89 | X | | | | | | X | | X | |
| Alcatel Alsthom | 01/01/96 | X | | X | | X | X | X | X | X | X |
| Bell Communications Research, Inc. | 01/01/89 | X | | | | | | X | | X | |
| Fujitsu Limited | 06/14/89 | X | | | | | | | | | |
| Hewlett-Packard Corporation | 11/01/89 | X | | | | | | | | | |
| Industrial Tech. | 01/01/93 | X | | X | | X | X | X | X | X | X |
| Intel Corp. | 01/01/90 | X | | | | | | X | | X | |
| Lucent Technologies, Inc. | 03/29/96 | X | X | X | X | X | | | X | X | X |

Executable Copy

| <i>Licensee</i> | <i>Date</i> | <i>US Patent No. '424</i> | <i>US Patent No. '534</i> | <i>US Patent No. '254</i> | <i>US Patent No. '459</i> | <i>US Patent No. '041</i> | <i>US Patent No. '430</i> | <i>US Patent No. '665</i> | <i>US Patent No. '550</i> | <i>US Patent No. '523</i> | <i>US Patent No. '806</i> |
|--------------------------------|-------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| Matsushita Corporation | 01/01/89 | X | | | | | | | | | |
| NCR | 03/29/96 | X | | X | | X | | | X | X | X |
| NEC Corporation | 01/01/88 | X | | | | | | | | | |
| NEC Corporation (Expired) | 01/01/93 | X | X | X | X | X | | | | | |
| Nippon Telegraph & Telephone | 10/18/87 | X | | | | | | X | | X | |
| N. V. Philips Gloeilampfabriek | 07/01/87 | X | | | | | | X | | X | |
| OKI Electronic | 01/01/89 | X | | X | | X | | | | | |
| Texas Instruments | 06/01/92 | X | X | X | | | | | | | |
| Toshiba | 07/01/88 | X | | | | | | | | | |

EXHIBIT 1

(See Attached For The Following AC Reports)

- 1. VALUATION OF CUSTOMIZATION INTELLECTUAL PROPERTY**

- 2. VALUATION OF VIDEO TELEPHONE ADVERTISING INTELLECTUAL PROPERTY**

- 3. VALUATION OF EASY-TO-REMEMBER TELEPHONE NUMBER ADVERTISING INTELLECTUAL PROPERTY**

EXHIBIT 2

ASSIGNMENT OF U.S. PATENTS

WHEREAS, **AT&T Corp.**, a New York Corporation, having its principal place of business at 32 Avenue of the Americas, New York, New York, United States of America (the "**Assignor**"), and **The Cooper Union for the Advancement of Science and Art** ("Donee"), an academic institution qualifying as exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code, as amended, and a validly existing academic institution under the laws of New York, having an office at 30 Cooper Square, New York, New York, United States of America (the "**Assignee**") have entered into an agreement (executed on even date herewith) for the assignment of the issued U.S. Patents (the "Patents") listed below:

| <u>Patent No.</u> | <u>Named Inventor</u> | <u>Filing Date</u> | <u>Issuance Date</u> |
|-------------------|-----------------------|--------------------|----------------------|
| 5515424 | Kenney | December 13, 1993 | May 7, 1996 |
| 5774534 | Mayer | June 18, 1997 | June 30, 1997 |
| 5513254 | Markowitz | December 28, 1994 | April 30, 1996 |
| 5694459 | Backaus | January 16, 1997 | December 2, 1997 |
| 5678041 | Baker | August 25, 1995 | October 14, 1997 |
| 5673430 | Story | October 31, 1995 | September 30, 1997 |
| 5463665 | Millios | November 4, 1993 | October 31, 1995 |
| 5745550 | Eisdofer | June 7, 1995 | April 28, 1998 |
| 5289523 | Kasday | July 31, 1992 | February 22, 1994 |
| 5539806 | Allen | September 23, 1994 | August 23, 1996 |

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, **Assignor** conveys, assigns and transfers to **Assignee**, **Assignor's** entire right, title and interest, for all countries throughout the world, in, to and under said Patents, together with the right to sue for any past infringement, to the full end of the term for which each such Patent is granted.

IN WITNESS WHEREOF, **Assignor** has caused this Assignment to be executed by its duly authorized representative this **27th day of June, 2001**.

ASSIGNOR
AT&T Corp.

By: *[Signature]*
Name:
Title:

ATTEST:
By: *Maureen Kane-Sara*
Name:
Title:

MAUREEN KANE-SARA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2004

EXHIBIT 3

ASSIGNMENT OF FOREIGN PATENTS

WHEREAS, **AT&T Corp.**, a New York Corporation, having its principal place of business at 32 Avenue of the Americas, New York, New York, United States of America (the "**Assignor**"), and **The Cooper Union for the Advancement of Science and Art** ("Donee"), an academic institution qualifying as exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code, as amended, and a validly existing academic institution under the laws of New York, having an office at 30 Cooper Square, New York, New York, United States of America (the "**Assignee**") have entered into an agreement (executed on even date herewith) for the assignment of the issued Patents (the "Patents") listed below:

| Country | Patent No. | Inventor | Filing Date | Issuance Date |
|---------------|------------|-----------|--------------------|-------------------|
| Canada | 2135414 | Kenney | November 9, 1994 | December 29, 1998 |
| Canada | 2164896 | Mayer | December 11, 1995 | November 21, 2000 |
| Canada | 2161474 | Markowitz | October 26, 1995 | December 1, 1998 |
| Canada | 2128306 | Backaus | July 18, 1994 | December 15, 1998 |
| Canada | 2176775 | Baker | May 16, 1996 | August 3, 1999 |
| Canada | 2134484 | Millios | October 27, 1994 | June 16, 1998 |
| Canada | 2156876 | Allen | August 24, 1995 | May 11, 1999 |
| Great Britain | 2283640 | Millios | October 26, 1994 | April 8, 1998 |
| Japan | 7212488 | Kenney | December 9, 1994 | January 31, 2001 |
| Mexico | 198037 | Kenney | November 30, 1994 | August 11, 2000 |
| Mexico | 188711 | Backaus | September 9, 1994 | April 22, 1998 |
| Mexico | 199028 | Baker | May 31, 1996 | October 12, 2000 |
| Mexico | 186859 | Millios | November 3, 1994 | November 5, 1997 |
| Mexico | 197489 | Allen | September 19, 1995 | July 14, 2000 |

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, **Assignor** conveys, assigns and transfers to **Assignee**, **Assignor's** entire right, title and interest, for all countries throughout the world, in, to and under said Patents, together with the right to sue for any past infringement, to the full end of the term for which each such Patent is granted.

Executed this 27th day of June, 2001:

Executed this 27th day of June, 2001:

ASSIGNOR
AT&T Corp.

ASSIGNEE
The Cooper Union for the Advancement
of Science and Art

By: *Loren Syjochin*
Name:
Title:

By: *Robert E. Hawks*
Name: ROBERT E. HAWKS
Title: V.P. For Bus. Affairs
& Treasurer

ATTEST:
By: *Maureen Kane-Sara*
Name:
Title: MAUREEN KANE-SARA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2004

ATTEST:
By: *Olga Kofluk*
Name: OLGA KOFLUK
Title: Notary Public, State of New York
No. 01K07327075
Qualified in New York County
Commission Expires December 31, 2002

EXHIBIT 4

ASSIGNMENT OF FOREIGN PATENT APPLICATIONS

WHEREAS, AT&T Corp., a New York Corporation, having its principal place of business at 32 Avenue of the Americas, New York, New York, United States of America (the "Assignor"), and The Cooper Union for the Advancement of Science and Art ("Donee"), an academic institution qualifying as exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code, as amended, and a validly existing academic institution under the laws of New York, having an office at 30 Cooper Square, New York, New York, United States of America (the "Assignee") have entered into an agreement (executed on even date herewith) for the assignment of the patent applications (the "Patent Applications") listed below:

| Country | Application No. | Inventor | Filing Date |
|-----------|-----------------|----------|--------------------|
| Canada | 2233576 | Story | October 11, 1996 |
| China | 94112925.X | Kenney | December 9, 1994 |
| China | 94115140.9 | Backaus | September 8, 1994 |
| China | 96107933.9 | Baker | June 4, 1996 |
| EPC | 94308852.6 | Kenney | November 30, 1994 |
| EPC | 94306560.7 | Backaus | September 7, 1994 |
| EPC | 96303819.5 | Baker | May 29, 1996 |
| EPC | 96936355.5 | Story | October 11, 1996 |
| EPC | 95306478.9 | Allen | September 14, 1995 |
| Japan | 147415/2000 | Kenney | May 19, 2000 |
| Japan | 244916.1994 | Backaus | September 14, 1994 |
| Japan | 143371/1996 | Baker | June 6, 1996 |
| Japan | 515215/1997 | Story | October 11, 1996 |
| Singapore | 9604571-1 | Kenney | November 30, 1994 |

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor conveys, assigns and transfers to Assignee, Assignor's entire right, title and interest, for all countries throughout the world, in, to and under said Patent Applications, together with any divisions of such Patent Applications and patents that issue thereon (including any reissues, extensions and reexaminations of such patents) to the full end of the term for such patents.

Executed this 27th day of June, 2001:

ASSIGNOR
AT&T Corp.

By: *Don Johnson*
Name:
Title:

Executed this ^{25th MS 6/27/01} 27th day of June, 2001:

ASSIGNEE
The Cooper Union for the Advancement
of Science and Art

By: *Robert E. Hawks*
Name: ROBERT E. HAWKS
Title: V.P. For Bus. Affairs
& Treasurer

ATTEST:

By: *Maureen Kane Sara*
Name:
Title:

MAUREEN KANE-SARA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2004

ATTEST:

By: *Olga Kofluk*
Name:
Title:

OLGA KOFLUK
Notary Public, State of New York
No. 01K07327075
Qualified in New York County
Commission Expires December 31, 2002

EXHIBIT 5

Receipt of Donated Patents

Form 8283 Noncash Charitable Contributions