

08-21-2002

TEET

TRA-ONEX-008



To the Honorable Commissioner of

102197360

Attached original documents or copy thereof.

1. Name of Conveying party(ies) Igor Zhovnirovsky

FINANCE SECTION

OPAL ACQUISITION CORPORATION

34 Crosby Drive  
Bedford, MA 01730

MRD 8-19-02

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Execution Date: 08/02/02

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.(s)

10/155,517

B. Patent No.(s)

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

Gordon & Jacobson, P.C.  
65 Woods End Road  
Stamford, CT 06905

6. Total number of applications and patents involved:

1

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

Enclosed

Authorized to charge deposit account

8. Deposit account number: 07-1732

(attach duplicate page if paying by deposit account)

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 S. Jacobson

Name of Person Signing

Signature

8/13/02

Date

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

3

08/20/2002 6TON11 00000186 10155517

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40.00 DP

## ASSIGNMENT

WHEREAS, I, **Igor Zhovnirovsky**, hereinafter referred to as the "Inventor", a citizen of the United States whose post office address is 51 Cynthia Road, Newton Center, MA 02459 have invented certain new and useful improvements in

### **PHASE AND FREQUENCY DRIFT AND JITTER COMPENSATION IN A DISTRIBUTED TELECOMMUNICATIONS SWITCH**

as described and set forth in an application for Letters Patent of the United States of America, file by me on the **24th** day of **May 2002** as serial number **10/155,517 (Docket No. TRA-ONEX-008)**.

AND WHEREAS, **OPAL ACQUISITION CORPORATION**, a corporation duly organized incorporated and existing under the laws of Delaware and having a place of business at 34 Crosby Drive, Bedford, MA 01730, hereinafter referred to as the "said COMPANY" is desirous of acquiring or confirming its acquisition of the entire right, title and interest in and to said invention, inventions or improvements, and in and to said application, and in and to any and all patents, both of the United States and of all foreign countries, that may be obtained therefor;

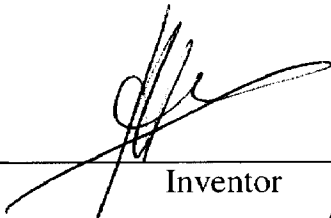
NOW, THEREFORE TO ALL WHOM IT MAY CONCERN, BE IT KNOWN, that I, the Inventor, for good and valuable considerations, the receipt and sufficiency of which I hereby acknowledge, have sold, assigned, transferred and conveyed, and by this assignment do sell, assign, transfer and convey, unto said COMPANY, its successors and assigns, the entire right, title and interest throughout the world, in and to my invention, inventions or improvements described or set forth in said application, in any form or embodiment thereof, and in and to said application, and in and to any applications filed in any foreign country based thereon, including the right to file foreign applications under the provisions of any convention or treaty; and in and to any confirmation, divisional, continuation, continuation-in-part, or substitute application which may filed on said invention, inventions or improvements in the United States or in any foreign country; and in and to any and all patents, certificates, utility models, reissues, extensions, additions or confirmations thereof which may be granted in the United States or in any foreign country upon said invention, inventions or improvements, TO HAVE AND TO HOLD the same to the full end of the term or terms for which any and all such United States and foreign patents and grants may be issued on said invention, inventions or improvements.

AND I do hereby authorize and request the issuing authority to issue any and all of said United States and foreign patents on said application or applications to said COMPANY, its successors and assigns, as the assignee of the entire right, title and interest in and to the same, for the sole use and benefit of said COMPANY, its successors and assigns.

AND I do hereby covenant and warrant that I have full right to convey the entire right, title and interest herein assigned free and clear of all licenses, encumbrances and liens whatsoever, and that I have not executed and will not execute any instruments in conflict herewith.

AND I, for the conditions aforesaid, do hereby covenant and agree to and with the said COMPANY, its successors and assigns, that I, my executors, administrators, or other personal representatives, shall and will do all lawful acts and things, make all rightful oaths, and make, execute, and deliver any and all other instruments in writing, and any and all further applications, papers, powers, affidavits, assignments, disclaimers and other documents, which in the opinion of counsel for said COMPANY, its successors and assigns, may be required or necessary in this or in any foreign country more effectually to secure to and vest in said COMPANY, its successors and assigns, the entire right, title and interest in and to said invention, inventions, or improvements, application or applications, patents, rights, titles, benefits, privileges and advantages hereby sold, assigned, confirmed, transferred and conveyed.

IN WITNESS WHEREOF, I, **Igor Zhovnirovsky** have hereunto set my hand and seal  
this 2 day of August, 2002.

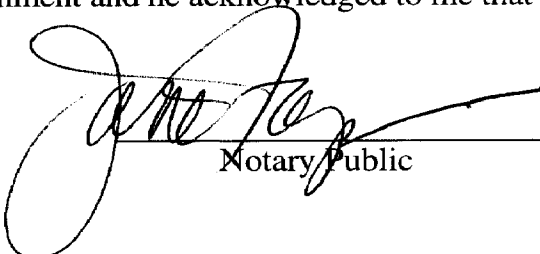


\_\_\_\_\_(L.S.)  
Inventor

State of )  
          ) ss:  
County of )

*WDL 3/07 HLF 9/03*

BE IT KNOWN, that on this 2 day of August, 2002,  
personally appeared **Igor Zhovnirovsky** to me known and known to me to be the individual described in  
and who executed the foregoing assignment and he acknowledged to me that he executed the same.



\_\_\_\_\_  
Notary Public

SEAL

My commission expires :

**JANET FORGIONE**  
Notary Public  
My Commission Expires May, 22, 2003