

08-22-2002



To the Patent Commissioner of Patent

102198592

of original documents or copy thereof.

Name of conveying party(ies):

- a) Stefan Keller-Tuberg
- b) Josh Bailey
- c) Eric Jaramillo

8-15-02

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

Name: Alcatel

Internal Address:

54, rue La Boétie
75008 Paris, France

Street Address: Same as Above

City _____

State _____ Zip _____

Additional name(s) & address(es) attached? yes no

Additional names of conveying party(ies) attached?

yes no

3. Nature of Conveyance

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

Execution Date: a) **August 7, 2002**
 b) **August 6, 2002**
 c) **August 6, 2002**

10/219959 U.S. PTO
 10/219959
 08/15/02

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

Title: **INTEGRATED SERVER MODULE AND METHOD OF RESOURCE MANAGEMENT THEREFOR**

If this document is being filed together with a new application, the execution date of the application is August 15, 2002

A. Patent Application No(s).

10/219959

B. Patent No(s).

Additional numbers attached? Yes No

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

Alcatel USA
 1000 Coit Road
 M/S Legl2
 Plano, TX 75075-5813

6. Total number of applications and patents involved: 1

7. Total fee (37 CVF 3.41): \$ 40.00

Check Enclosed

Authorized to be charged to deposit account

Total fee due

Any deficiencies in the enclosed fees

8. Deposit account number:

08/19/2002 RHARIS1 00000052 10219959
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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.

David O. Simmons
 Name of Person Signing
 Registration 43,124

Tel.: (512) 372-8240

Signature

August 15, 2002
 Date

Total number of pages comprising cover sheet: 1

ASSIGNMENT

For one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned does hereby sell, assign, and transfer to: Alcatel, a corporation organized and existing under the laws of France, and having its principal place of business at 54, rue La Boétie, 75008 Paris, France ("Assignee"), its successors, assigns and legal representatives, the entire right, title and interest in and to any and all inventions which are described in the application for United States Patent identified below and to any and all improvements thereto.

The undersigned does hereby sell, assign, and transfer to Assignee the entire right, title and interest to all applications (including provisional, divisional, continuations, substitutions, reissues, and extensions), which have been or shall be filed in the United States and all foreign countries and under the terms of any treaties or conventions (including the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, and the European Patent Convention) relating to said invention and any of said improvements; and in and to all rights of priority resulting from the filing of any such applications.

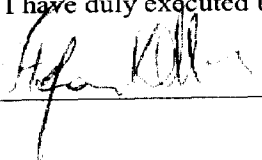
The undersigned agrees that Assignee may apply for and receive patents for said invention and improvements in its own name; and that, when requested, without charge to, but at the expense of, Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose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

The undersigned represents and warrants to 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.

Application for U.S. Patent entitled **INTEGRATED SERVER MODULE AND METHOD OF RESOURCE MANAGEMENT THEREFOR** which

- Has been executed by the undersigned on _____, _____
- Has been executed by the undersigned concurrently herewith,
- Which was filed on _____, _____, and assigned Serial No. _____

IN TESTIMONY WHEREOF, I have duly executed this Assignment on the date indicated below:

Signature: 
 Stefan Keller-Tuberg
 1 Argyle Place,
 Kareela, 2232
 Australia

Date: 8/7/02

Signature: _____
 Josh Bailey
 2600 Clerestory Place
 Raleigh, NC 27615

Date: _____

Signature: _____
 Eric Jaramillo
 1300 Trotter Bluffs Dr.
 Holly Springs, NC 27540

Date: _____

ASSIGNMENT

For one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned does hereby sell, assign, and transfer to: Alcatel, a corporation organized and existing under the laws of France, and having its principal place of business at 54, rue La Boétie, 75008 Paris, France ("Assignee"), its successors, assigns and legal representatives, the entire right, title and interest in and to any and all inventions which are described in the application for United States Patent identified below and to any and all improvements thereto.

The undersigned does hereby sell, assign, and transfer to Assignee the entire right, title and interest to all applications (including provisional, divisional, continuations, substitutions, reissues, and extensions), which have been or shall be filed in the United States and all foreign countries and under the terms of any treaties or conventions (including the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, and the European Patent Convention) relating to said invention and any of said improvements; and in and to all rights of priority resulting from the filing of any such applications.

The undersigned agrees that Assignee may apply for and receive patents for said invention and improvements in its own name; and that, when requested, without charge to, but at the expense of, 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 provisional, divisional, continuations, substitutions, reissues, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to Assignee, its successors, assigns, and representatives, all facts known to undersigned relating to said inventions and improvements and the history thereof; and generally do everything possible which Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and improvements, and for vesting title to said invention and improvements, and all applications for patents and all patents on said invention and improvements, in Assignee, its successors, assigns and legal representatives.

The undersigned represents and warrants to 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.

Application for U.S. Patent entitled **INTEGRATED SERVER MODULE AND METHOD OF RESOURCE MANAGEMENT THEREFOR** which

- Has been executed by the undersigned on _____, _____
- Has been executed by the undersigned concurrently herewith,
- Which was filed on _____, _____, and assigned Serial No. _____

IN TESTIMONY WHEREOF, I have duly executed this Assignment on the date indicated below:

Signature: _____
 Stefan Keller-Tuberg
 6509 Wynbrook Way
 Raleigh, NC 27612

Signature: _____
 Josh Bailey
 2600 Clerestory Place
 Raleigh, NC 27615

Signature: _____
 Eric Jaramillo
 1300 Trotter Bluffs Dr.
 Holly Springs, NC 27540

Date: _____

Date: 8/6/02

Date: 8/6/02

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this _____ day of _____, 200__, personally appeared Stefan Keller-Tuberg, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this _____ day of _____, 200__.

Notary Public

STATE OF NC §

COUNTY OF Wake §

BEFORE ME, the undersigned authority, on this 8th day of August, 2002, personally appeared Josh Bailey, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 8th day of August, 2002.

Betty C. Plessants
Notary Public
My Commission Expires 4-17-2004

STATE OF NC §

COUNTY OF Wake §

BEFORE ME, the undersigned authority, on this 8th day of August, 2002, personally appeared Eric Jaramillo, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 8th day of August, 2002.

Betty C. Plessants
Notary Public
My Commission Expires 4-17-2004