

09-18-2002

FORM PTO-1595

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(Rev. 6-93)

QMB No. 0651-0011 (exp. 4/94)



EET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Atty. Docket No. 4579-027B

102226210

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

1. Name of conveying party(ies):  
Marconi Data Systems Inc.

9-16-02

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

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: 1/21/2002

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

Name: Marconi Communications Inc.

Internal Address: 1000 Marconi Drive

Warrendale, PA 15086

Street Address: 1000 Marconi Drive

City: Warrendale State: PA Zip: 15086

Country: USA

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

4. Application number(s) or registration numbers(s):

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

A. Patent Application No.(s)

10/160,512

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Steven N. Terranova  
WITHROW & TERRANOVA, P.L.L.C.  
P.O. Box 1287  
Cary, NC 27512

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:

50-1732

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

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.*

Steven N. Terranova

Name of Person Signing

Signature

September 9, 2002

Date

Total number of pages including cover sheet, attachments, and document: 13

Mail documents to be recorded with required cover sheet information to:

Director of Patents and Trademarks, Box Assignments

Washington, D.C. 20231

09/17/2002 LNUELLER 00000221 10160512

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40.00 DP

PATENT  
REEL: 013289 FRAME: 0294

## ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT is entered into as of this 21<sup>st</sup> day of January, 2002 by and between Marconi Communications, Inc., a Delaware corporation ("Assignee"), and Marconi Data Systems Inc., a Delaware corporation ("Assignor") in connection with that Asset Transfer and Assumption Agreement between Assignee and Assignor dated January 10, 2002 (the "Asset Transfer and Assumption Agreement").

WHEREAS, Assignor is the registered owner of the patents, patent applications, invention disclosures (including, without limitation, any patents or patent applications that might derive from the foregoing), and copyrights listed on the attached Schedule 2.01(f) and the trademarks, service marks, trade dress and domain names listed on the attached Schedule 2.01(g), and registrations in any jurisdictions of, and applications to register, the foregoing (all of the foregoing being collectively, the "Intellectual Property Assets"); and

WHEREAS, Assignee is desirous of acquiring said Intellectual Property Assets.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in the Asset Transfer and Assumption Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor does hereby assign unto Assignee, all right, title and interest it may have in and to the Intellectual Property Assets and any registrations and applications therefor, together with the good will of the business symbolized by the Intellectual Property Assets and any registrations and applications therefor.

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2. This Intellectual Property Assignment is made pursuant to the Asset Transfer and Assumption Agreement and does not confer any different, additional, or inconsistent rights, duties, or obligations from those conferred by the Asset Transfer and Assumption Agreement.

3. In the event of any conflict or inconsistency between the terms, provisions or conditions of this Intellectual Property Assignment and the Asset Transfer and Assumption Agreement, the terms, provisions and conditions of the Asset Transfer and Assumption Agreement shall govern.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective duly authorized representatives as of the date first written above.

**MARCONI DATA SYSTEMS INC.**

By: 

Name: Craig E. Bauer

Title: President and Chief Executive Officer

**MARCONI COMMUNICATIONS, INC.**

By: 

Name: Edward J. Hudson

Title: Authorized Signatory

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STATE OF ILLINOIS

COUNTY OF DePue

)  
) ss.  
)

Subscribed and sworn to before me this 21<sup>st</sup> day of January, 2002.

Teresa M Darzins  
Notary Public

My Commission Expires:

May 19, 2003



**Schedule 2.01(D)**

**U.S. PATENTS,**

**PATENT APPLICATIONS, AND INVENTION DISCLOSURES**

**MARCONI INFOCHAIN**

D-530	Method and Apparatus for Detecting a Container Proximate to a Transportation Vessel Hold	I. J. Forster P. Horrell M. McGlade D. Puleston	6,281,797B1	4/4/00	8/28/01	Technology relevant to air cargo tracking systems	PCT (all countries)
D-618 (CIP)							
D-644 (CIP)			09/898,498	7/3/01			
D-648 (CIP)							

PATENT

REEL: 013289 FRAME: 0300

RECORDED: 09/16/2002