

09-25-2002

Patent Application

Attorney Docket No.: 57983.000058

Client Reference No.: 14875ROUS01U



FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FORM PTO-1595
(Rev. 6-93)

102232680

PATENTS ONLY

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

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

1. Name of conveying party(ies): 9-19-02
James Aweya; Michel Ouellette;
Delfin Y. Montuno; and Kent E. Felske
Additional name(s) of conveying party(ies)
attached? Yes No

2. Name and address of receiving party(ies):
Name: Nortel Networks Limited
Address: 2351 Boulevard Alfred-Nobel
St. Laurent, Quebec H4S 2A9

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

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

Execution Dates: September 16, 2002

4. Application number(s) or patent number(s): 10246399

If this document is being filed together with a new application, the execution date of the application is: 9/17/02; 9/16/02; 9/17/02; and 9/16/02.

A. Patent Application No. (s)
To Be Assigned
Additional numbers attached? Yes No

B. Patent No. (s)
Additional numbers attached? Yes No

5. Name and address of party to whom
correspondence concerning document should
be mailed:
Thomas E. Anderson
Hunton & Williams
1900 K Street, NW
Washington DC 20006

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:
50-0206
(Attach duplicate copy 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.*

Thomas E. Anderson
Name of Person Signing

Thomas E. Anderson
Signature

September 19, 2002
Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
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PATENT
REEL: 013310 FRAME: 0203

10/24/02
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U.S. PTO
10/24/02

9/25/2002 HD00000000 10246399
01 FC:581 40.00

ASSIGNMENT

WHEREAS, the undersigned, to wit:

- (1) James Aweya;
- (2) Michel Ouellette;
- (3) Delfin Montuno; and
- (4) Kent E. Felske

(hereinafter collectively ASSIGNOR), has/have made a certain new and useful invention as set forth in an application for United States Letters Patent, entitled:

"CLOCK RECOVERY USING A DIRECT SMOOTHING PROCESS"

- (X only one) (a) X which was executed concurrently herewith and is being filed herewith in the United States Patent and Trademark Office;
- (b) ___ which was executed on ____, 20__, and is being filed herewith in the United States Patent and Trademark Office;
- (c) ___ which was filed as U.S. Patent Application No. _____ on _____;

AND WHEREAS, Nortel Networks Limited (hereinafter ASSIGNEE), a Canadian company having its principal place of business at 2351 Boulevard Alfred-Nobel, St. Laurent, Quebec, H4S 2A9, Canada, is desirous of acquiring the entire right, title, and interest in and to said invention and any and all patents that may be obtained therefor, and in and to said application and any and all patents that may issue therefrom;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer, and set over unto said ASSIGNEE, its successors, assigns, and legal representatives, all right, title, and interest in and to said invention throughout the world, and any and all patents of the United States and foreign countries that may be obtained therefor, and in and to said application, including any and all continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof, and any and all patents of the United States and foreign countries that may issue therefrom, such right, title, and interest including the right to file applications and obtain patents, utility models,

industrial models, and designs for said invention in the name of said ASSIGNEE, its successors, assigns, and legal representatives, throughout the world, including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention, and all rights to register said invention in appropriate registries;

ASSIGNOR also does hereby covenant that it has the full right to convey the entire right, title, and interest herein assigned, and that it has not and will not execute any agreement in conflict herewith;

ASSIGNOR also does hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States on said invention or resulting from said application, including any continuations, continuations-in-part, divisions, reissues, re-examinations, substitutions, and extensions thereof, to said ASSIGNEE, its successors, assigns, and legal representatives as the ASSIGNEE of the entire right, title, and interest herein assigned;

ASSIGNOR also does hereby agree to, at any time, upon request, without further or additional consideration but at the expense of said ASSIGNEE, its successors, assigns, or legal representatives, execute and deliver any and all papers, make all rightful oaths, and do all lawful acts that may be necessary or desirable to perfect the entire right, title, and interest herein assigned in said ASSIGNEE, its successors, assigns, and legal representatives, and generally do everything possible to vest the entire right, title, and interest herein assigned in said ASSIGNEE, its successors, assigns, and legal representatives;

ASSIGNOR also does hereby agree to, at any time, upon request, without further or additional consideration but at the expense of said ASSIGNEE, its successors, assigns, or legal representatives, execute and deliver any and all papers, make all rightful oaths, and do all lawful acts that may be necessary or desirable to make application for and obtain any and all continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, or extensions of said application, or any application on said invention, or any patent issuing therefor or therefrom;

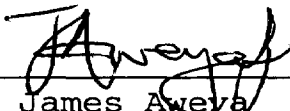
ASSIGNOR also does hereby agree to, at any time, upon request, without further or additional consideration but at the

expense of said ASSIGNEE, its successors, assigns, or legal representatives, communicate to said ASSIGNEE, its successors, assigns, and legal representatives, any known facts relating to said invention or said application or any patent issuing therefor or therefrom, and testify as to the same in any interference or other litigation proceeding when requested to do so, and aid said ASSIGNEE, its successors, assigns, and legal representatives, in obtaining and enforcing proper protection for said invention in all countries;


ASSIGNOR also does hereby grant the firm of Hunton & Williams of 1900 K Street, N.W., Washington, D.C., 20006-1109, or its agents, the power to insert on this assignment any further information, including but not limited to application number(s) and filing date(s), which may be necessary or desirable in order to comply with any rule or request of the United States Patent and Trademark office for the purposes of recording this document.

ASSIGNOR also does now hereby execute this document on the date(s) indicated below:

(1) IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 16 day of Sept., 2002

Sign: 
Print Name: James Aweya
Print Address: 24 Stikine Drive
Kanata, Ontario
Canada K2T 1H1

Before me did personally appear the above-named James
Aweya, personally known to me and/or proved to me on the basis
of satisfactory evidence to be the person who signed and sealed
the foregoing instrument and acknowledged the same to be his or
her own free act and deed, this 16 day of Sept., 2002

Sign: 
Print Name: Jegannathan Marikandy
Print Address: 1010-1300 Pinecrest Rd.,
Ottawa, Ont.
Canada K2C 3N15

(2) IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 16 day of September, 2002.

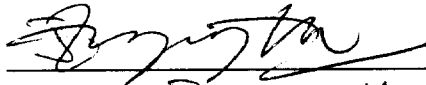
Sign: _____



Print Name: Michel Ouellette
Print Address: 865 Concession 1
Plantagenet, ON
Canada K0B 1L0

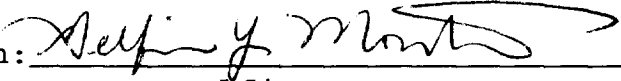
Before me did personally appear the above-named Michael
Ouellette, personally known to me and/or proved to me on the
basis of satisfactory evidence to be the person who signed and
sealed the foregoing instrument and acknowledged the same to be
his or her own free act and deed, this 16 day of Sept,
2002.

Sign: _____

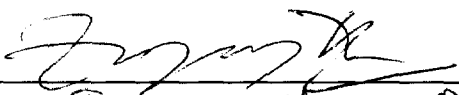


Print Name: Jeganathan Markandy
Print Address: 1010-1300 Pinecrest Rd
Ottawa, Ont.
Canada K2C 3M5

(3) IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 16 day of Sept, 2002.

Sign: 
Print Name: Delfin Y. Montuno
Print Address: 122 Knudson Drive
Kanata, ON
Canada K2K 2L8

Before me did personally appear the above-named Delfin Y.
Montuno, personally known to me and/or proved to me on the basis
of satisfactory evidence to be the person who signed and sealed
the foregoing instrument and acknowledged the same to be his or
her own free act and deed, this 16 day of Sept, 2002.

Sign: 
Print Name: Jegarathin Markandu
Print Address: 1010-1300 Pinecrest Rd
Ottawa, Ont.
Canada K2C 3M5

(4) IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 16 day of Sept, 2002.

Sign: _____

Print Name: Kent E. Felske

Print Address: 99 Shearer Cres.
Kanata, ON
Canada K2L 3V6

Before me did personally appear the above-named Kent E. Felske, personally known to me and/or proved to me on the basis of satisfactory evidence to be the person who signed and sealed the foregoing instrument and acknowledged the same to be his or her own free act and deed, this 16 day of Sept, 2002.

Sign: _____

Print Name: Abel Dasylva

Print Address:

1-70 Bolton

Gtawa ON KANSAS