

12-03-2002

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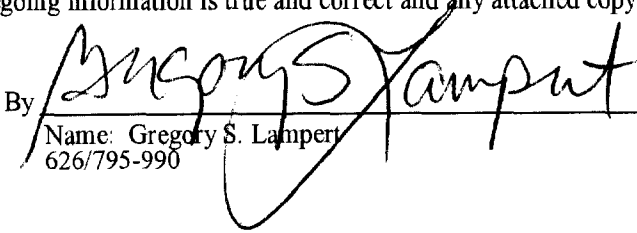
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Box Assignment
Commissioner of Patents and Trademarks
Washington, D.C. 20231

102299240

Post Office Box 7068
Pasadena, CA 91109-7068

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

<p>1. Name of conveying party(ies): 11-25-02 Shared Technologies Fairchild Telecom, Inc.</p> <p>Additional name(s) of conveying party(ies) attached: NO</p>	<p>2. Name and address of receiving party(ies): Name: Fairchild Holding Corp. Street Address: 45025 Aviation Drive, Suite 400 Dulles, Virginia 20166</p> <p>Additional name(s) & address(es) attached? NO</p>
<p>3. Name of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: October 1, 2002</p>	<p>4. Application number(s) or patent number(s):</p> <p>A. Patent Application No.(s)</p> <p>B. Patent No.(s) 5,607,273</p> <p>Additional numbers attached? NO</p>
<p>5. Please return the recorded document and address all correspondence to:</p> <p>CHRISTIE, PARKER & HALE, LLP P.O. Box 7068 Pasadena, CA 91109-7068 Attention: Gregory S. Lampert</p>	<p>6. Total number of applications and patents involved..... 1</p> <p>7. <input checked="" type="checkbox"/> Total fee enclosed (37 CFR 3.41): \$ 40.00</p> <p>8. <input checked="" type="checkbox"/> Any deficiency or overpayment of fees should be charged or credited to Deposit Account No. 03-1728, except for payment of issue fees required under 37 CFR § 1.18. Please show our docket number with any credit or charge to our Deposit Account.</p>
<p>10. <input type="checkbox"/> Explanatory letter is enclosed.</p>	
<p>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.</p> <p>Date: November 19, 2002</p> <p>By:  Name: Gregory S. Lampert 626/795-990</p> <p>Total number of pages including cover sheet, attachments, and document: 5</p>	

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FINANCE SECTION

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TMW PAS474161.1-*11/19/02 2:29 PM
12/02/2002 LMUELLER 00000245 5607273
01 FC:8021 40.00 OP

ASSIGNMENT

WHEREAS, SHARED TECHNOLOGIES FAIRCHILD TELECOM, INC., a Delaware corporation, having a place of business at 1881 Campus Commons Drive, Reston, Virginia 20191 ("ASSIGNOR" herein), owns the following improvements, United States and foreign patent applications, and United States and foreign patents on the attached Schedule A;

AND WHEREAS, FAIRCHILD HOLDING CORP., a Delaware corporation, having a place of business at 45025 Aviation Drive, Suite 400, Dulles, Virginia 20166 (together with any successors, legal representatives of assigns thereof, called ASSIGNEE herein) wants to acquire the entire right, title, and interest in and to said improvements, patents, and patent applications on the attached Schedule A.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned, transferred and set over, and does sell, assign, transfer and set over to ASSIGNEE the entire right, title, and interest in and to said improvements, and said patents and patent applications and all divisions and continuations thereof, and all United States Letters Patents which may be granted thereon and all reissues, reexaminations and extensions thereof, and all priority rights under all available International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said improvements in any foreign countries, and all patents (including all continuations, divisions, extensions, renewals, substitutes, and reissues thereof) granted for said improvements in any foreign countries; and ASSIGNOR hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to ASSIGNEE in accordance with the terms of this Assignment;

AND ASSIGNOR HEREBY covenants that ASSIGNOR has the full right to convey the interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith;

AND ASSIGNOR HEREBY further covenants and agrees that ASSIGNOR will communicate to ASSIGNEE any facts known to ASSIGNOR respecting said improvements and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce patent protection for said improvements in all countries.

ASSIGNMENT

Docket No. 30/GSL/V121

IN TESTIMONY WHEREOF, ASSIGNOR through its authorized officer hereunto set its hand this 1st day of October, 2002.

SHARED TECHNOLOGIES FAIRCHILD
TELECOM, INC.

By David H. Stoughton
Name: DAVID H. STOUGHTON
Title: VICE PRESIDENT

STATE OF Virginia)
COUNTY OF County)

On October 1 2002, before me NANCY MARTZ, Notary Public, personally appeared DAVID H Stoughton personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Nancy J. Martz
Signature of Notary

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Nancy J. Martz
Notary Public
Commonwealth of Virginia
My Commission Expires Mar. 31, 2006

Schedule A

U.S. Patent No. 5,607,273
EP Patent No. 193097
Belgium (EPO) 193097
Germany (EPO) 3679840
France (EPO) 193097
Netherlands (EPO) 193097
Italy (EPO) 193097
Sweden (EPO) 193097
EPO Patent No. 244339
Germany (EPO) 3770517
France (EPO) 244339
Italy (EPO) 244339
EP Patent No. 260212
Germany (EPO) 3775308
France (EPO) 260212
Great Britain (EPO) 260212
EPO Patent No. 286568
Italy (EPO) 286568
EPO Patent No. (477517)
Germany (EPO) 69105433
France (EPO) 477517
Great Britain (EPO) 477517
Italy (EPO) 477517
Japanese Application No. 91249326
Israel Patent No. 99419
EPO Patent No. 480865
Germany (EPO) 69109611
France (EPO) 480865
Great Britain (EPO) 480865
Israel Patent No. 99196
EPO Patent No. 529172
Germany (EPO) 69107071
Belgium (EPO) 529172
France (EPO) 529172
Great Britain (EPO) 529172
Italy (EPO) 529172
Switzerland/Liechtenstein (EPO) 529172
Netherlands (EPO) 529172
Sweden (EPO) 529172
EPO Patent No. 558866
Germany (EPO) 69206597
Spain (EPO) 558866
France (EPO) 558866
Great Britain (EPO) 558866
Italy (EPO) 558866
Sweden (EPO) 558866
Mexico Patent No. 182627
EPO Patent No. 645572
Germany (EPO) 69416760
France (EPO) 645572
Great Britain (EPO) 645572
Italy (EPO) 645572
Sweden (EPO) 645572
Taiwan Patent No. 070274
Chinese Application No. 94119068
EPO Patent No. 660653
France (EPO) 660653
Great Britain (EPO) 660653
Israel Patent No. 110726
Taiwan Patent No. 70822
EPO Patent No. 772380
Germany (EPO) 69619335
Austria (EPO) 772380 (E 213.585)
Belgium (EPO) 772380
Italy (EPO) 480865
Israel Patent No. 99418
EPO Patent No. 526681
Germany (EPO) 69116354
France (EPO) 526681
Great Britain (EPO) 526681
Italy (EPO) 526681
Israel Patent No. 99636
Italy (EPO) 772380
Netherlands (EPO) 772380
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Germany (EPO) 69011297
Spain (EPO) 2057501
France (EPO) 433213
Great Britain (EPO) 433213
Italy (EPO) 433213
EPO Patent No. 636799
Germany (EPO) 69418543
Spain (EPO) 2133516
France (EPO) 636799
Great Britain (EPO) 636799
Italy (EPO) 636799

PATENT

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Canada Application No. 2113387
Israel Patent No. 108361
Korean Patent No. 302520
Taiwan Patent No. 111301
EPO Patent No. 530132
Germany (EPO) 69209591
Denmark (EPO) 772380
France (EPO) 772380
Great Britain (EPO) 772380
Greece (EPO) 772380
Great Britain Patent No. 2192249
Great Britain Patent No. 2195697
German Patent No. 3831820
Great Britain Patent No. 2213865
German Patent No. 3829030
German Patent No. 3831807
Great Britain Patent No. 2214562
Great Britain Patent No. 2222432
German Patent No. 3928207
Great Britain Patent No. 2222628
Germany Patent No. 3928576
Mexico Patent No. 172521
Canadian Patent No. 2091724
South Africa Application No. 916451
Canadian Application No. 2089688
France (EPO) 530132
Great Britain (EPO) 530132
Greece (EPO) 530132
Italy (EPO) 530132
Sweden (EPO) 530132
Australia Patent No. 648891
Chinese Patent No. 92109501
Israel Patent No. 101662
Canadian Application No. 2108499
Israel Application No. 107271
Japan Application No. 91270468
Japan Application No. 92276790
Japan Application No. 94184114
Japan Application No. 96293191
Japan Application No. 9452584
Japan Patent No. 3229032
Japan Patent No. 1930349
Japan Patent No. 1909715
Japan Patent No. 1844309
Japan Patent No. 1747053

Canadian Application No. 2087419
Canadian Patent No. 1280017
Canadian Patent No. 1251343
Great Britain Patent No. 2189538
Great Britain Patent No. 2185778
Great Britain Patent No. 2221005
Great Britain Patent No. 2223555
Great Britain Patent No. 2214588

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