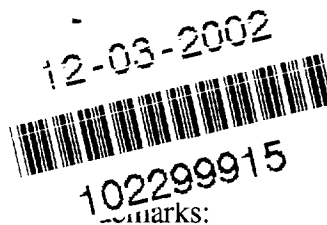




REC
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ney Docket No: **TSP-103B**

To the Hon. Commissioner of Patent

Please record the enclosed copy of an assignment document. Relevant assignment data are as follows:

1. Assignors:

11-26-02

JANUSZ LIBERKOWSKI

5884 Macadam Court, San Jose, CA 95123

2. Assignee:

Transparent Networks

1655 McCarthy Blvd.

Milpitas, CA 95035

3. Execution Date of Assignment of Entire Interest in Patent Application: **November 12, 2002**

4. Execution Date of Declaration for Patent Application: **November 7, 2002**

4A. Patent Application No.: **10/236,470**

4B. Patent Number: **Not assigned**


5. Correspondence address: Marek Albosza
LUMEN
45 Cabot Avenue, Suite 110
Santa Clara, CA 95051

6. Total Number of applications and Patents involved: 1

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

8. Statement and signature:

To the best of my knowledge and belief, the information contained herein is true and correct, and any attached copy is a true copy of the original document.


Dr. Ron Jacobs
Reg. No. 50,142

Date: 11-20-02
telephone: (408) 260-7300

Total number of pages including cover sheet, attachments, and document: 3

ASSIGNMENT

THIS ASSIGNMENT, by

Janusz Liberkowski

(hereinafter referred to as the Assignor), residing at **San Jose, California** witnesseth:

WHEREAS, said Assignor has invented certain new and useful improvements in

Method and Apparatus for Applying a Gel

for which application No. 10/236,470 for Letters Patent has been executed on 11/7/02,

WHEREAS,

Transparent Networks

(hereinafter referred to as the Assignee), a body having corporate powers under the laws of the state of **CALIFORNIA, MILPITAS, CALIFORNIA 95035**, is desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations, the receipt of which is hereby acknowledged:

1. The Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in, to and under: said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said application; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignee for its own use and behoof to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this sale and assignment not been made.

2. Said Assignor hereby warrants and represents that, at the time of execution and delivery of these presents, said Assignor is the sole and lawful owner of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same has not entered into any assignment, contract or understanding in conflict herewith.

3. Said Assignor hereby covenants and agrees to assist and cooperate with said Assignee, whereby said Assignee may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignor in lending such assistance and cooperation be paid by Assignee. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for filing or prosecuting in the United States or any foreign country said application, any application which is a division, continuation, or continuation-in-part of said application, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the

prosecution of all legal proceedings involving said inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.

4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignor, his heirs, legal representatives and assigns.

5. Said Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignee as the assignee of said inventions.

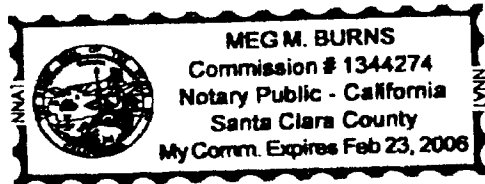
IN WITNESS WHEREOF said Assignor has executed and delivered this instrument on the date noted below.


Date: 11-12-02


Janusz Liberkowski

State: CA County: Santa Clara

Subscribed and sworn to before me on this 12th day of November, 2002




Notary Public