

RECORDATION FORM COVER SHEET

To the Director of the United States Patent and
thereof.

01-02-2003

Number of original document(s) or copy(ies)



1. Name of Conveying Party(ies):

Abel C. Dasylva;
Delfin Y. Montuno;
Prasad Kodaypak
Pia Sindile; and
Zhonghui Yao

102326751
12-23-02

11000 U.S. PTO
10/326125
12/23/02

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

2. Name and Address of Party(ies) receiving an interest (assignee(s)):

Name: Nortel Networks Limited
Address: 2351 Boulevard Alfred-Nobel
St. Laurent, Quebec, H4S 2A9
Country: Canada

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

3. Nature of Conveyance:

Assignment Merger Change of Name
 Verified Translation Security Agreement Other: _____

Execution Date: December 18, 2002

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

If this document is being filed together with a new application, the execution date(s) of the application is: December 18, 2002

A. Patent Application No(s): B. Patent No(s):

10, 326125

Others on additional sheet(s) attached? Yes No

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

Thomas E. Anderson, Esq.
Intellectual Property Department
Hunton & Williams
1900 K Street, N.W.
Suite 1200
Washington, DC 20006-1109
(202) 955-1500 (telephone)
(202) 778-2201 (facsimile)

6. Total number of applications and patents involved:

Application(s): 1
+ Patent(s): _____
= Total: 1

7. Total Fee (37 C.F.R. § 3.41) \$ 40.00

Enclosed
 Authorized to be charged to Deposit Account

8. Deposit Account No.: 50-0206

(Duplicate copy of this sheet attached)
 Charge any underpayment or credit any overpayment to above Deposit Account

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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.

Christopher Cuneo, Reg. No. 42,450

Name of Person Signing

Signature

December 23, 2002

Date

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

9

12/23/2002 EPLDRLS 00000048 10326125

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40.00 DP

ASSIGNMENT

WHEREAS, the undersigned, to wit:

- (1) Abel C. Dasylva;
- (2) Delfin Y. Montuno;
- (3) Prasad Kodaypak;
- (4) Pia Sindile; and
- (5) Zhonghui Yao

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

"TECHNIQUE AND APPARATUS FOR WAVE-MIXING FREQUENCY TRANSLATION
IN A NETWORK"

- (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. Provisional 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,

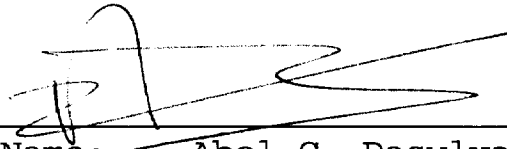
or any application on said invention, or any patent issuing therefor or therefrom;

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;

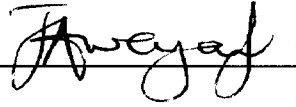
ASSIGNOR also does hereby grant the firm of Hunton & Williams of 1900 K Street, N.W., Washington, D.C., 20006-1109, or its agents, the power to insert on this assignment any further information, including but not limited to application number(s) and filing date(s), which may be necessary or desirable 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:

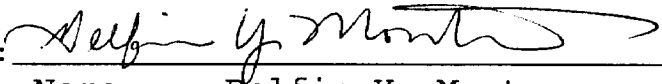
(1) IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 18 day of December, 2002

Sign: 
Print Name: ~~Abel C. Dasylva~~
Print Address: 1-70 Bolton
Ottawa, ON,
Canada K1N5A9

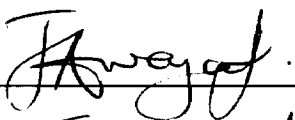
Before me did personally appear the above-named Abel C. Dasylva, personally known to me and/or proved to me on the basis of satisfactory evidence to be the person who signed and sealed the foregoing instrument and acknowledged the same to be his or her own free act and deed, this 18 day of December, 2002

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

(2) IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 18 day of December, 2002.

Sign: 
Print Name: Delfin Y. Montuno
Print Address: 122 Knudson Drive
Kanata, ON
Canada K2K2L8

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 18 day of December, 2002

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

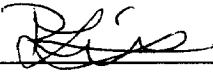
(3) IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 18 day of December, 2002.

Sign: Prasad
Print Name: Prasad Kodaypak
Print Address: 803-25 Woodbridge CR
Nepean, ON
Canada K2B7T4

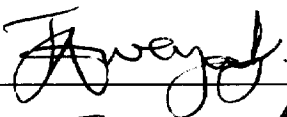
Before me did personally appear the above-named Prasad
Kodaypak, personally known to me and/or proved to me on the
basis of satisfactory evidence to be the person who signed and
sealed the foregoing instrument and acknowledged the same to be
his or her own free act and deed, this 18 day of December,
2002.

Sign: James Aweya
Print Name: James Aweya
Print Address: 24 Stikine Drive
Kanata, K2T1H1
Canada

(4) IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 18 day of December, 2002

Sign: 
Print Name: Pia Sindile
Print Address: 908-70 Mcewen Avenue
Ottawa, ON
Canada K2B5M3

Before me did personally appear the above-named Pia
Sindile, 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 18 day of December, 2002

Sign: 
Print Name: James Awoya
Print Address: 24 Skine Drive
Kanata, K2T 1H1
Canada

(5) IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 18 day of December, 2002

Sign: Zhonghui Yao
Print Name: Zhonghui Yao
Print Address: 708-960 Teron Road
Kanata, ON
Canada K2K2B6

Before me did personally appear the above-named Zhonghui Yao, 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 18 day of December, 2002

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