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Form PTO-1595 (Rev. 10/02)

RECC

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027



102389752

Tab settings

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

1. Name of conveying party(ies): 2-3-03
David Park
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Nortel Networks Limited
Internal Address: 2351 Boulevard Alfred-Nobel
St. Laurent, Quebec
Canada, H4S 2A9
Street Address: _____
City: Quebec State: _____ Zip: _____
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Agreement relating to intellectual property and confidentiality
Execution Date: May 11, 1999

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s)
10/261,099
Additional numbers attached? Yes No

B. Patent No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jeffrey T. Klayman
Internal Address: Bromberg & Sunstein LLP

Street Address: 125 Summer Street

City: Boston State: MA Zip: 02110-1618

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:
19-4972
(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.
Jeffrey T. Klayman [Signature] 01/30/2003
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and documents: 2

02/04/2003 SLUANG1 00000009 10261099 Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231 05 FC:8021 40.00 DP

PATENT REEL: 013824 FRAME: 0818

Agreement relating to intellectual property and confidentiality



In consideration of my employment by Nortel Technology Limited (hereinafter called "the Company"), I agree to the following:

1. I am under no obligation to anyone, including a former employer, which is an impediment to my entering into this Agreement or which imposes any restrictions on the activities or duties which may be assigned to me from time to time by the Company.
2. I hereby assign to and waive in favour of the Company all my rights in and to all inventions, discoveries, improvements, designs, know-how, technical or commercial information, computer programs in any form, written materials, data bases, integrated circuit topologies, plans, diagrams, drawings, models, and other items, which I may conceive, develop or reduce to practice during the period of my employment with the Company and which:
 - (i) relate, directly or indirectly, to the Company's present or reasonably foreseeable business or research or development; or,
 - (ii) result from any work performed by me for the Company; or,
 - (iii) are created or made using any equipment, supplies, facilities, resources, or Confidential Information of the Company; whether or not they are made during or after working hours, on or off the Company's premises, or alone or with others.
3. I shall make prompt and full disclosure to the Company of any of the things covered in paragraph 2. During and subsequent to my employment, I shall sign documents, and provide such assistance, as may be required by the Company to obtain, maintain, enforce, protect or grant any rights which I have assigned to or waived in favour of the Company and which the Company may desire in respect of such things in all countries of the world.
4. I shall not (except as expressly permitted by the Company in writing) at any time during and subsequent to my employment with the Company:
 - (i) disclose, or authorize the disclosure, to anyone other than authorized officers or employees of the Company; or,
 - (ii) use for non-Company purposes or other non-permitted purposes;
 any of the Company's Confidential Information or any other information disclosed to the Company by a third party in circumstances which oblige the Company to protect such information from unauthorized use and/or disclosure.
5. "Confidential Information" for the purposes of this Agreement shall mean all information, including trade secrets, formulas, patterns, compilations, programs, devices, methods, techniques, or processes, of a business, planning, marketing, scientific, technical or other nature, that derives actual or potential value from not being generally known, or readily ascertainable.
6. I shall keep on the Company's premises (except when required elsewhere in connection with the conduct of the Company's business) and shall deliver to the Company upon termination of my employment, all things including models, circuits, instructions, drawings, notes, files, memoranda or other writings, software programs in source code or object code form, and magnetically or electronically stored information, which embody or contain any of the rights or information described in paragraphs 2 and 4 above. I further agree not to make or retain any copy, duplication, facsimile, reproduction or replication of the foregoing.
7. This Agreement shall supersede any and all previous oral or written communications, discussions or agreements between me and the Company relating to the general subject matter addressed herein.
8. I shall at any time during and subsequent to my employment with the Company reaffirm this Agreement or execute such further or other agreements with respect to the general subject matter addressed herein as the Company, or an affiliate company (being Northern Telecom Limited's direct and indirect subsidiaries) may from time to time require.
9. In the event that my employment by the Company is succeeded by employment with an affiliate company, the terms of this Agreement apply until an agreement relating to this subject matter is signed with the affiliate company, and if I do not execute an agreement with such affiliate company relating to this subject matter, terms identical to those set forth in this Agreement shall apply immediately in favour of such affiliate company upon commencement of my employment and until such an agreement is executed with such affiliate company.

AGREED this 11 day of May, 1999

Employee name (print)	EMPLOYEE NUMBER/GLOBAL ID	Employee signature
DAVID PARK	3201943	<i>David Park</i>

Notice to employees For employees mainly employed in the U.S.

The Agreement above, and any other assignment, or offer to make an assignment, to Nortel Technology Limited (hereinafter called "the Company"), of any of your rights in an invention does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on your own time, and (a) which does not relate (1) to the business of the Company or (2) to the Company's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by you for the Company.

For employees mainly employed in the United Kingdom

The Agreement above shall be subject to the provisions of Sections 39 to 43 of the Patents Act 1977 (United Kingdom) with respect to "inventions" (as that term is defined in the said Act), and made by you while mainly employed in the United Kingdom.