

Form PTO-1595

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RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE

U.S. Patent And Trademark Office

To the Honorable Commissioner For Patents: Please record the attached original documents or copy thereof:

1. Name of conveying party(ies):

Mark Sandstrom

Additional name(s) of conveying party(ies) attached?

Yes

No

2. Name and address of receiving party(ies):

Name: Optimum Communications
Technologies, Inc.

Internal Address:

Street Address: 701 Taylor Street, Apt. 206

City: San Francisco

State: CA Zip: 94108

Additional name(s) & address(es) attached?

Yes

No

3. Nature of Conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other:

Execution Date: September 23, 2003

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):

10/230,698

B. Patent No.(s):

Additional numbers attached? Yes No

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

Name: Robert A. Hulse, Esq.

Internal Address: Fenwick & West LLP

Street Address: Silicon Valley Center
801 California Street

City: Mountain View State: CA Zip Code: 94041

6. Total number of applications and patents involved: []

7. Total fee (37 CFR 3.41): \$40.00

Check Enclosed

Fee Transmittal Enclosed

Charge the indicated fees to the below mentioned deposit account.

8. Deposit Account No.: 19-2555

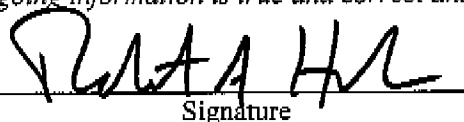
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9. Statement and signature:

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.

Robert A. Hulse, Reg. No. 48,473

Name of Person Signing



Signature

September 23, 2003

Date

Total number of pages including cover sheet, attachments, documents: [3]

Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450.

Case Docket No.: 23010-01000

700046342

PATENT 23010/01000/SF/5107464
REEL: 014020 FRAME: 0635

GH \$40.00 192555 10230698

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to Optimum Communications Technologies, Inc. a Delaware corporation, having a place of business at 701 Taylor Street, Apt. 206, San Francisco, California 94108, ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111(a) and entitled Dynamically Channelizable Packet Transport Network ("APPLICATION"), which:

is to be filed herewith

was filed on August 29, 2002,

now bearing U.S. application number 10/230,698; and

2. The entire worldwide right, title, and interest in and to:
(a) the APPLICATION; (b) all applications claiming priority from the APPLICATION;
(c) all utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), and (c) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.


INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Title of Document: **ASSIGNMENT**

Re:
 Title: Dynamically Channelizable Packet Transport Network
 Filed: (if applicable) August 29, 2002
 Application No.: (if applicable) 10/230,698

| <u>Name and Signature</u> | <u>Date of Signature</u> | <u>Date Declaration Executed By This Person</u> |
|----------------------------------------------------------------------------------|--------------------------|-------------------------------------------------|
|  | Sept. 23, 2003 | _____, 2003 |
| Mark Sandstrom | | |