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

1. Name of conveying party(ies):

Donald W. Gillies
Weilin Wang
Michael P. Nova

5/13/03

2. Name and address of receiving party(ies)

Name: Kiyon, Inc.

Internal Address:

Street Address: 4225 Executive Square, Suite 550

City: La Jolla State: CA Zip: 92037

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: May 13, 2003

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

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: 5/13/2003

A. Patent Application No.(s)

B. Patent No.(s)

10/437128

Additional numbers attached? Yes No

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

Name: Patric J. Rawlins, Esq.

Internal Address:

Street Address: Procopio, Cory, Hargreaves &

Savitch LLP, 530 B Street, Suite 2100

City: San Diego State: CA Zip: 92101

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:

50-2075

(Attach duplicate copy of this page if paying by 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.

Patric J. Rawlins

Name of Person Signing

Patric J. Rawlins
Signature

May 13, 2003
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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06/13/03

05/20/2003 BTOM11 00000118 502075 10437128
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ASSIGNMENT OF PATENT APPLICATION

Whereas, we, Donald W. Gillies, a citizen of the United States, Weilin Wang, a citizen of the United States, and Michael P. Nova, a citizen of the United States hereinafter referred to as "Assignors", have invented an invention entitled "System and Method for Boundary Scan Test of a Wired or Wireless Network" for which an application for Letters Patent of the United States of America is filed herewith; and

Whereas, Kiyon, Inc., a corporation organized and existing under the laws of the State of California, hereinafter referred to as "Assignee", whose principal place of business is at 4225 Executive Square, Suite 550, La Jolla, CA 92037, wishes to acquire the full and exclusive right, title and interest in the invention, the application, and any patents and equivalent legal protections that are obtained thereon in the United States and in any foreign countries;

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignors hereby sell, assign and transfer to Assignee, its successors and assigns, the full and exclusive right, title and interest in the invention, the application, and any patents and equivalent legal protections that are obtained thereon in the United States and in any foreign countries, including any continuations, divisions, renewals, substitutes, reissues or legal equivalents thereof, for the full term(s) for which the same is granted, including all priority rights under the International Convention.

Assignors, in accordance with this Assignment, hereby authorize and request the United States Commissioner for Patents, and officials of foreign countries whose duty it is to issue patents or legal equivalents thereof, to issue any patents obtained on the invention to Assignee, its successors and assigns.

Assignors covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this Assignment.

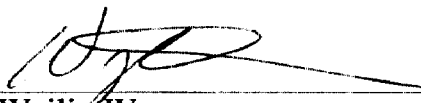
Assignors further covenant that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to this invention and any applications, patents or legal equivalents directed thereto that are known and accessible to Assignors, and that Assignors will testify in any interference or litigation related thereto.

Assignors further covenant that they will promptly execute and deliver to Assignee or its legal representative any documents, instruments or affidavits required to apply for, obtain, maintain, issue and enforce this invention and any applications, patents or legal equivalents directed thereto in the United States or in any foreign country.

Date: 5/13/03

By: 
Donald W. Gillies

Date: 5/13/03

By: 
Weilin Wang

Date: 5/13/03

By: 
Michael P. Nova