

05-21-2003

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp.5/31/2002)
P08A/REV03

EET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



Tab settings

102453217

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

1. Name of conveying party(ies):

Fullerton, Larry W.
Cowie, Ivan A.

5-14-03

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

Name: Time Domain Corporation

Address: 7057 Old Madison Pike

Additional names(s) of conveying party(ies)

Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: May 14, 2003

City: Huntsville State/Prov.: AL
Country: USA ZIP: 35806

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

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

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No. Filing date

08/948,781 10/10/97

B. Patent No.(s)

6,031,862

05/20/2003 TBIAZ1 00000142 502391 08948781
01 FC:8021 40.00 CH

Additional numbers

Yes No

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

Name: Robert S. Babayi

Registration No. 33,471

Address: Venable, Baetjer, Howard & Civiletti, LLP

1201 New York Avenue, NW

Suite 1000

City: Washington State/Prov.: DC

Country: USA ZIP: 20005

6. Total number of applications and patents involved

1

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

- Enclosed - Any excess or insufficiency should be credited or debited to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

502391

(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.

Mark D. Roberts

Name of Person Signing

Signature

May 14, 2003

Date

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

PATENT

REEL: 014075 FRAME: 0280

FINANCE SECTION
MAY 19 AM 7:29
RECORDS

ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Pulson Communications Corporation**, a Delaware corporation (the "Assignor"), does hereby grant, sell and assign to **Time Domain Corporation**, a Delaware corporation, (the "Assignee"), its successors or assigns, its entire rights, title, and interests in any and all the inventions as described in any of the patents and patent applications identified in the attached Exhibit A ("Inventions"), including its entire rights, title, and interests in the identified patents and applications or any and all Letters Patent(s) issued therefrom in the United States or in any country around the world, such entire rights, title and interests to be held and enjoyed by the Assignee, its successors and assigns to the same extent as they would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The Assignor hereby grants, sells and assigns its entire rights, title, and interests in any and all divisional, continuation, continuation-in-part, re-examination, reissue, extension, and renewal applications or any and all corresponding patents and patent applications for the Inventions from which patents issue in the United States or in any country around the world, such entire rights, title, and interests to be held and enjoyed by the Assignee, its successors and assigns to the same extent as they would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The Assignor hereby grants, sells and assigns its entire right of priority resulting from filing any patent application based on the Inventions or any improvements thereof, either in a national phase or under a treaty in force and effect anywhere around the world, such entire rights, title and interests to be held and enjoyed by the Assignee, its successors and assigns to the same extent as they would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The Assignor hereby authorizes and requests any official whose duty it is, to issue patents on the Inventions and improvements thereof to the Assignee, its successor and assigns.

The Assignor hereby grants, sells and assigns its entire rights, title and interests in any and all litigation claims and rights for any and all of the Inventions and improvements thereof, including the right to sue for and collect upon all claims for profits and damages as a result of future or past infringement, and other general intangibles of Assignor related to any of the foregoing, in each case whether now existing or hereafter acquired or created, and the right to fully and entirely stand in the place of Assignor in all matters related thereto.

The Assignor agrees to execute all papers reasonably necessary or desirable, in connection with any of the patents and applications identified in the attached Exhibit A and any and all continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding applications thereof and also to execute separate assignments for such patents and applications as the Assignee may deem necessary or expedient.

The Assignee agrees to execute all papers reasonably necessary or desirable in connection with any interference that may be declared concerning the patents and applications identified in the attached Exhibit A or any and all continuing (continuation, divisional, or continuation-in-part), reissue or reexamination applications thereof and to cooperate with the Assignee, its successors and assigns in every way possible in obtaining evidence and going forward with such interference.

The Assignor agrees to perform all affirmative acts that may be reasonably necessary or desirable as requested by the Assignee, its successors and assigns to obtain, maintain, and defend patents and patent applications on the Inventions and any improvement thereof.

The Assignor hereby represents that Assignor has full right and authority to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute any agreement in conflict therewith.

IN WITNESS WHEREOF, executed by the Assignor on the date set forth below:

For Pulson Communications Corporation

By: 
Ralph G. Petroff, President

Date: May 14, 2003

For: Time Domain Corporation

By: 
John P. Brady, Chief Financial Officer

Date: 5/14/03