

05-21-2003



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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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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):

Fullerton, Larry W.

## 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

City: Huntsville

State/Prov.: AL

Country: USA

ZIP: 35806

Execution Date: May 14, 2003

Additional name(s) &amp; 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

B. Patent No.(s)

10/227,650

08/23/02

05/20/2003 TBIAZ1 00000137 502391 10227650  
01 FC:0021 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 &amp; 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)

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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.

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: 0335

## 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

**Exhibit A**

<b>TDC Docket #</b>	<b>Country</b>	<b>Application Number</b>	<b>Patent Number</b>
Fullerton.1	U.S.	06/677,597	4,641,317
	Great Britain	8529168	2,167,923
	Germany	P3542693.4	35 42 693
	Japan	270852/85	2119975
Fullerton.2	U.S.	06/870,177	4,743,906
	Canada	565,712-1	1,295,712
	Great Britain	8810764.4	2,218,294
	Germany	P3815709.8	P3815709
	Japan	111,723/88	2694648
	Israel	86325	86325
Fullerton.3	U.S.	07/010,440	4,813,057
	Canada	592,997-1	1,295,686
	Great Britain	8905521.4	2,229,055
	Singapore	9791736-3	42140
	Israel	89551	89551
	India	237/DEL/89	177,252
	India	1040/DEL/92	184,433
	India	1041/DEL/92	184,780
	Australia	34162/89	639,889
	Japan	504291/89	3,232,413
	S. Korea	702280/90	120,887
	Russia	4831906/09	2,105,415
	Europe	89904714.6	EPO 0413707 B1
	Germany	89904714.6	68923280.2
	France	89904714.6	0413707
	Sweden	89904714.6	0413707
	Netherlands	89904714.6	0413707
	Taiwan	78101871	NI-37498
	Hong Kong	98105837.9	HK1006767
Fullerton.3.2	U.S.	07/322,538	4,979,186
Fullerton.4	U.S.	07/192,475	

<b>TDC Docket #</b>	<b>Country</b>	<b>Application Number</b>	<b>Patent Number</b>
Fullerton.5	U.S.	07/368,831	
PCT.6	PCT	PCT/US90/01174	
	Europe	90912562.7	0471799
	Switzerland	90912562.7	0471799
	Germany	90912562.7	69029516.2
	France	90912562.7	0471799
	Great Britain	90912562.7	0471799
	Italy	90912562.7	0471799
	Netherlands	90912562.7	0471799
	Sweden	90912562.7	90912562.7
	Australia	61778/90	639711
	Canada	2,053,890-2	2,053,890
	Japan	511830/90	2,813,689
	S. Korea	701506/91	171,869
	Russia	5010438	2,126,163
Fullerton.7	U.S.	07/846,597	5,363,108
Fullerton.8	U.S.	08/335,676	
Fullerton.8-CIP	U.S.	08/978,367	5,969,663
Fullerton.9	U.S.	08/480,448	5,812,081
Fullerton.10	U.S.	08/480,447	5,952,956
Fullerton.11	U.S.	09/419,806	
Fullerton.12	U.S.	10/186,306	
Fullerton.12-A	U.S.	10/214,874	
Fullerton.12-B	U.S.	10/227,650	
Fullerton.12-C	U.S.	10/338,238	
Pulson.1	U.S.	08/309,973	5,677,927
	Australia	36855/95	712,260
	Australia	14934/00	
	Canada	2,220,475	
	Europe	95934546.3	
	China	95195805.4	
	Japan	511126/1996	

<b>TDC Docket #</b>	<b>Country</b>	<b>Application Number</b>	<b>Patent Number</b>
	S. Korea	97-701807	
	Hong Kong	98106675.2	
Pulson.1.1	U.S.	08/949,144	5,995,534
Pulson.1.2	U.S.	08/949,145	5,960,031
Pulson.1.3	U.S.	08/948,781	6,031,862
Pulson.1.4	U.S.	08/949,143	5,963,581
Pulson.1.5	U.S.	09/037,704	6,430,208
Pulson.1.6	U.S.	10/196,121	
Pulson.2	U.S.	08/428,489	5,687,169
	Australia	56739-96	712,518
	Australia	15293/00	
	Canada	2,219,485	
	Europe	96913919.5	
	Japan	532,809/1996	
	S. Korea	97-707618	
	Mexico	978255	
	Singapore	9705123-9	46812
Pulson.2.1	U.S.	09/458,010	6,549,567
Pulson.2.2	U.S.	10/411,090	
Pulson.3	U.S.	08/460,773	5,764,696
Pulson.4	U.S.	08/487,990	
Pulson.4 (FWC)	U.S.	08/761,602	5,832,035
	PCT	US96/09730	
	Europe	96921436.0	0830755
	Germany	96921436.0	69610091.6
	Great Britain	96921436.0	0830755
	Sweden	96921436.0	0830755
Pulson.4.1	U.S.	09/158,570	