


Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇨⇨⇨ ▼ ▼ ▼		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
ATTORNEY DOCKET NO.: 42430.192145					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies):  AM Communications, Inc. 1900 AM Drive Quakertown, PA 18951  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies)  Name: <u>Nestronix Acquisition, LLC</u>  Internal Address: _____  _____  Street Address: <u>4511 Singer Court, Suite 201</u>  _____  City: <u>Chantilly</u> State: <u>VA</u> Zip: <u>20151</u>  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance:  <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____  Execution Date: 1) December 19, 2003 2) <u>December 26, 2003</u>					
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) _____ • 10/661,815  B. Patent No.(s) _____ • 4,810,898 • 4,910,791 • 5,058,198 • 4,450,481  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>Ralph P. Albrecht</u>  Internal Address: <u>VENABLE LLP</u> <u>P.O. Box 34385</u>  Street Address: _____  City: <u>Washington</u> State: <u>DC</u> Zip: <u>20043-9998</u>			6. Total number of applications and patents involved: <u>5</u>  7. Total fee (37 CFR 3.41).....\$ <u>200.00</u>  <input checked="" type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit Account number:  <b>22-0261</b>		
DO NOT USE THIS SPACE					
9. Signature.  Ralph P. Albrecht Registration No. 43,466  <div style="display: flex; justify-content: space-between; align-items: flex-end;"><div>Name of Person Signing</div><div> Signature</div><div><u>2/19/2004</u> Date</div></div> Total number of pages including cover sheet, attachments, and documents: 7					

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

CH \$200.00 220261 10661815

### **Assignment of Patent Rights**

This ASSIGNMENT OF PATENT RIGHTS (the "Agreement") is entered into this 26th day of December, 2003 (the "Effective Date"), by and among AM Communications, Inc., a Delaware corporation ("Assignor"), and Nestronix Acquisition, LLC, a Delaware limited liability company ("Assignee"). Each of Assignor and Assignee is a "party" to this Agreement and collectively, the "parties" to this Agreement.

WHEREAS, Assignor is the owner of the patents and patent applications (the "Patent Rights") specified in Schedule A attached hereto;

WHEREAS, pursuant to that Asset Purchase Agreement dated as of October 9, 2003, as amended, Assignee is acquiring the entire business or portion thereof to which the Patent Rights pertain; and

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title, and interest in and to the Patent Rights and the underlying inventions described therein, in the United States and throughout the world; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest in and to the Patent Rights in the United States and throughout the world

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by Assignor, the parties hereby agree as follows:

1. Assignor hereby assigns, sells, transfers, conveys and sets over to Assignee, its successors and assigns, forever, all of Assignor's right, title, and interest throughout the world and for the full term thereof in and to
  - (a) the Patent Rights and any other patents and applications claiming priority thereon,
  - (b) the underlying inventions described in the Patent Rights and all existing improvements thereon and all invention disclosures, whether or not formally disclosed in the concepts and ideas of the Patent Rights, and the rights of priority relating thereto,
  - (c) all rights to any patents that may be granted or issued from the patent applications set forth in Schedule A hereto, including without limitation any extensions, continuations, continuations-in-part, divisions, reissues, substitutions, reexaminations, extensions and renewals thereof, or other equivalents thereof, and further, and
  - (d) all other rights, powers and privileges of whatsoever nature, kind or description pertaining to or arising from the Patent Rights including, without limitation, the right to sue or bring other actions and recover for past, present, and future infringement thereof, for Assignee to have, hold, exercise and enjoy in as ample and beneficial a manner as each Assignor might or could have held and enjoyed the same if this assignment had not been made.
2. Assignor further assigns to and empowers Assignee, its successors and assigns or nominees, all rights to make applications for patents or other forms of

protection for the inventions assigned above, and to prosecute such applications as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

3. Assignor further agrees that Assignor will, without charge to Assignee for routine expenses, such as postage and execution of documents: (a) cooperate with Assignee in the prosecution of patent applications (whether U.S. or foreign) on the inventions and any improvements; (b) execute, verify, acknowledge, and deliver all such further papers, including patent applications, inventor assignments, powers of attorney and instruments of transfer; and (c) perform such other acts and deeds as Assignee lawfully may request to obtain, maintain, defend, or enforce the rights assigned above in any and all countries, and to vest title thereto in Assignee or Assignee's successors and assigns.

4. Assignor hereby irrevocably authorizes and requests the United States Commissioner and/or Director of Patents and Trademarks and, as appropriate, those corresponding officials in the several states and countries throughout the world, and any other agency or authority having jurisdiction in these matters to record Assignee as the owner of and/or to issue in accordance with this Agreement, the patents and patent applications which are assigned to Assignee by this Agreement, and hereby irrevocably consents to the filing and recordation of this Agreement with the United States Commissioner and/or Director of Patents and Trademarks and with such other officials, agencies, and authorities.

5. In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under the preceding paragraph after reasonable efforts to do so, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as his agents and attorneys-in-fact to act for and on his behalf and instead of him, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignee.

6. This Agreement may be executed in one or more counterpart copies, and each of which so executed, irrespective of the date of execution and delivery, shall be deemed to be an original, and all such counterparts, together shall constitute one and the same instrument.

7. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

8. Each party represents that it has taken all necessary action to authorize the execution and delivery of this Agreement.

9. The parties acknowledge and agree that this Agreement and the assignments provided for herein are made pursuant to the Asset Purchase Agreement referred to above, and are subject to the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

AM COMMUNICATIONS, INC.

By: [Signature]  
Title: President & CEO  
Date: 12/19/03

STATE OF Virginia )  
COUNTY OF Fairfax )

ss.:

On the 19<sup>th</sup> day of December, 2003, before me, the undersigned, a notary public in and for said State, personally appeared Lawrence W. Mitchell personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that he/she signed it as a free act on his/her own behalf or on behalf of the Assignor with authority to do so.

Tammie L. Hines  
Notary Public (SEAL)  
My Commission Expires: 11-30-04

**ACCEPTED:**

**NESTRONIX ACQUISITION, LLC**

By: 

Title: VP & CFO

Date: 12/26/03

**SCHEDULE A**

APPLICANT	TITLE	PATENT NO.	ISSUANCE DATE	PATENT APPLICATION SERIAL NO.	DATE FILED	PUBLICATION NO.	INVENTOR(S)
<b>UNITED STATES PATENTS</b>							
AM Communications, Inc.	RF network isolation switch	US 4,810,898	03/07/1989				Joseph D. Rocci, Michael L. Quelly
AM Communications, Inc.	Monitoring and control of data communications	US 4,910,791	03/20/1990				Robert V.C. Dickinson, Joseph D. Rocci, Michael L. Quelly
AM Communications, Inc.	Radio frequency tap unit which can be reconfigured with minimal disruption of service	US 5,058,198	10/15/1991				Joseph D. Rocci, Michael L. Quelly, Robert Hallett, Norman W. Moore
AM Communications, Inc.	Tamper-Resistant, Expandable Communications System	US 4,450,481	05/22/1984				Robert V.C. Dickinson
<b>UNITED STATES PATENT APPLICATIONS</b>							
AM Communications, Inc.	Apparatus and methods to convert a legacy cable TV subscriber tap into an addressable subscriber tap			US 10/661,815	09/15/2003		Joseph D. Rocci, Michael L. Quelly,
AM Communications, Inc.	Cable television status monitor (DOCSIS)				03/17/2003		
<b>FOREIGN PATENTS/PATENT APPLICATIONS</b>							
AM Communications, Inc.	Tamper-Resistant, Expandable Communications System	EUR 0,181,863 P34 84 068-0 (Germany) NL 0181863 (Netherlands) BE.0181863 (Belgium) 84 902 960-8 (Sweden) Ser.#533,039 (Spain) Japan Slovak Republic	05/21/1984				Robert V.C. Dickinson
AM Communications, Inc.	Tamper-Resistant, Expandable Communications System	1,253,957	05/09/1989				Robert V.C. Dickinson