

09-04-2003



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Cover Sheet  
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Attorney Docket No.: 4341P087

To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**John Edward Bowers and Roger Jonathan Helkey**  
*9-2-03*  
Additional name(s) of conveying party(ies) attached?  
 No  Yes

2. Name and address of receiving party(ies):  
Name: Calient Networks, Inc.  
(A Corporation of Delaware)  
Internal Address: \_\_\_\_\_  
Street Address: 5853 Rue Ferrari  
City: San Jose State/Province: California Zip: 95138  
Country: USA  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of Conveyance  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other:  
Execution Date(s): 07.25.2003 and 07.25.2003

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): **10/456,436**  
B. Patent No.(s)  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
**Lester J. Vincent, Reg. No. 31,460**  
Name: Blakely, Sokoloff, Taylor & Zafman LLP  
Internal Address: \_\_\_\_\_  
Street Address: 12400 Wilshire Boulevard, 7<sup>th</sup> Floor  
Los Angeles, California 90025  
09/03/2003 09YRME 00000035 10456436  
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6. Total number of applications and patents involved:   
7. Total Fee (37 CFR 3.41).....\$40.00  
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*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.*  
Lester J. Vincent, Reg. No. 31,460  
Name of Person Signing *[Signature]* Signature August 28, 2003 Date  
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PATENT  
REEL: 014439 FRAME: 0914

Attorney's Docket

**ASSIGNMENT**

PATENT

No.: 4341P087

(For Execution After Filing Patent Application)

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we

the undersigned, John Edward Bowers and Roger Jonathan Helkey

hereby sell, assign, and transfer to Calient Networks, Inc.

a corporation of Delaware, having a principal place of business at

5853 Rue Ferrari, San Jose, California 95138-1857, ("Assignee"),

and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all improvements that are disclosed in the application for the United States patent that was filed June 5, 2003 and assigned Application No. 10/456,436 and is entitled

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and in and to said application and all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

agree that said Assignee may apply for and receive a patent or patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.