

09-04-2003



102541056

Final documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

Frederick James Diggle, III

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date of Assignment : **August 18, 2003**

2. Name and address of receiving party(ies)

Name: BellSouth Intellectual Property Corporation

Internal Address: _____

Street Address: 824 Market Street, Suite 901

City: Wilmington State: DE Zip: 19801

Additional name(s) and 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: **August 18, 2003**

A. Patent Application No.(s)

10/648889

B. Patent No.(s)

Additional number(s) attached? Yes No

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

Name: Craig M. Waller, Esq.

Internal Address: Kirkpatrick & Lockhart LLP

Henry W. Oliver Building

Street Address: 535 Smithfield Street

City: Pittsburgh State: PA Zip: 15222-2312

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:

(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.

Craig M. Waller

Name of Person Signing

Signature

8/27/03

Date

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

3

Mail documents to be recorded with required cover sheet information to:

Mail Stop: Assignment Recordation Services, Director of the US Patent and Trademark Office
P.O. Box: 1450, Alexandria, VA 22313-1450

08/28/2003 TBESHWH1 00000023 10648889

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03945 U.S. PTO
10/648889



08/27/03

Assignment

WHEREAS, I, **Frederick J. Diggle, III**, a citizen of the USA, residing at 2054-H Vestavia Park Court, City of Birmingham, State of Alabama, have invented certain inventions and improvements disclosed in an application for United States Letters Patent entitled **LINE SUPPORT SYSTEMS** executed on even date herewith, and listing as inventor(s): **Frederick J. Diggle, III**;

WHEREAS, **BellSouth Intellectual Property Corporation**, a Corporation of the State of Delaware, having a place of business at 824 Market Street, Suite 901, Wilmington, DE 19801, is desirous of acquiring title in the same;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, **Frederick J. Diggle, III**, do sell, assign and transfer unto **BellSouth Intellectual Property Corporation**, full, exclusive and entire right, title and interest: (i) in and to all inventions and improvements disclosed and described in said application, (ii) in and to said application, (iii) in and to any divisional, continuation, and continuation-in-part applications describing in whole or in part said inventions and improvements, preparatory to obtaining Patents of the United States therefore, (iv) in and to all patents, reexaminations, and reissues that may be granted in the United States for the aforementioned, (v) in and to any provisional patent applications filed in the United States describing in whole or in part the said inventions and improvements, from which priority may be claimed under Title 35 of the United States Code, and (vi) in and to the right to claim any applicable foreign and domestic priority rights arising from such provisional patent applications or aforementioned applications; I also hereby acknowledge that an obligation for this assignment and for the assignment of all related subject matter arose before the making of the invention and improvements disclosed and described in said application; and I hereby request the Commissioner of Patents to issue any and all Patents of the United States resulting from said application, or from a divisional, continuation, continuation-in-part, or reissue thereof, to, **BellSouth Intellectual Property Corporation** as Assignee, for their interest and for the sole use of **BellSouth Intellectual Property Corporation** and their assigns and legal representatives;

For the same consideration, I, do sell, assign and transfer to **BellSouth Intellectual Property Corporation** the full, exclusive and entire right, title and interest in and to any foreign application or applications corresponding to said application, in whole or in part, in countries other than the United States, in and to any Patents and similar protective rights granted on said foreign application, and in and to the right to claim any applicable priority rights arising from or required for said foreign application under the terms of any applicable conventions, treaties, statutes, or regulations; said foreign applications to be filed and issued in the name of **BellSouth Intellectual Property Corporation** and or their respective designees, insofar as permitted by applicable law;

AND, for the same consideration, I agree to sign all lawful papers, execute all divisional, continuation, continuation-in-part, reexamination, reissue and other applications, make all assignments and rightful oaths, and generally do everything possible to aid **BellSouth Intellectual Property Corporation**, their successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.

Frederick J. Diggle
8-18-03

Date

Frederick J. Diggle, III

STATE OF Alabama

COUNTY OF Jefferson

Before me, a Notary Public in and for the State of Alabama, on this 18th day of August, 2003, personally appeared Frederick J. Diggle, III, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.

Donna M. Elli
NOTARY PUBLIC

My Commission Expires: _____

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 27, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS**