

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Symon Brewer	04/13/2004
RECEIVING PARTY DATA	
Name:	SUNRISE TELECOM INCORPORATED
Street Address:	302 Enzo Drive
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95138
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10826198
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:	Mikio Ishimaru
Total Attachments: 2	
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## ASSIGNMENT

WHEREAS, the undersigned (hereinafter termed Assignor(s)) has/have invented certain new and useful improvements in

### METHOD AND APPARATUS FOR MEASURING JITTER

for which a United States patent application has been executed on or before the date of this assignment.

WHEREAS, SUNRISE TELECOM INCORPORATED a Corporation of the State of Delaware, having a place of business at 302 Enzo Drive, San Jose, California 95138, (hereinafter termed Assignee), is desirous of acquiring the entire right, title and interest in and to said application and said invention and improvements thereon, and in and to Letters Patents thereon when granted in the United States and foreign countries.

NOW, THEREFORE, for good and valuable consideration received by said Assignor(s) from said Assignee, the receipt of which is hereby acknowledged by said Assignor(s):

1. Said Assignor(s) does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest in and to said application and said invention and in and to any and all improvements on said invention and in and to any and all improvements on said invention heretofore or hereafter made or acquired by said Assignor(s); and in and to any and all Letters Patent on said invention and/or said improvements that may be granted in the United States or any foreign country, including each and every Letters Patent granted on any application which is a division, continuation, substitution, renewal, or continuation-in-part of any said application, and in and to each and every reissue or extension of said Letters Patent.
2. Said Assignor(s) hereby covenants and agrees to cooperate with said Assignee where said Assignee may enjoy to the fullest extent the right, title and interest herein conveyed. Such cooperation shall include (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect in it the right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications or other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by assignee for prosecuting said application, for filing and prosecuting divisional, continuation, substitution, renewal, continuation-in-part, or additional applications in the United States and/or foreign countries covering said invention and/or said improvements, for filing and prosecuting applications for reissuance of letters patent included herein, or for interference proceedings involving said invention and/or said improvements and (c) prompt assistance and cooperation in the prosecution of interference proceedings involving said invention and/or said improvements and in the adjudication of said Letters Patent, particularly by the disclosure of facts and the production of evidence relating to said invention and/or said improvements, provided the expenses which may be incurred by said Assignor(s) in lending such assistance and cooperation shall be paid by the Assignee.
3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives and shall be binding upon said Assignor(s), his/her heirs, legal representatives and assigns.
4. Said Assignor(s) hereby warrants and represents that he/she has not entered into any assignment, contract or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date of acknowledgement before the Notary Public as given below and delivered this instrument to said Assignees.

4/13/04  
Date

(1) [Signature]  
Symon Brewer

State of CALIFORNIA

County of SANTA CLARA } ss

On 13 APRIL 2004 before me, JUDY HSUAN, NOTARY PUBLIC  
(name and title of officer)

personally appeared Symon Brewer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]



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