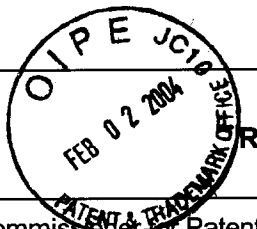


Form PTO 1595

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02-05-2004



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Attorney Docket No.: YOTTA1100-3

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To the Honorable Commissioner for Patent thereof.

ched original documents or copy

1. Name of Conveying party(ies):

Lakshman Tamil

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

2. Name and address of receiving Party(ies):

Name: Yotta Networks, Inc. 2201 Avenue K Plano, Texas 75074

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Security Agreement Other: Merger Change of name

Execution Date: 1/13/04

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) 10/659,485

B. Patent No.(s)

Additional numbers attached? Yes : No

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

Name Customer No. 25094 Gray Cary Ware & Freidenrich LLP 1221 So. MoPac Expressway Suite 400 Austin, Texas 78746

6. Total number of Applications and patents involved: 1

7. Total fee (37 CFR 3.41).... \$ 40.00

8. Enclosed

9. Authorized to charge the recordation fee or any underpayment to deposit account No. 50-0456. A duplicate copy of this page is attached.

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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

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Date

1/27/04

Certificate of Mailing Under 37 C.F.R. 1.8

I hereby certify that this document is being deposited with the U.S. Postal Service as First Class Mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22312-1450 on January 30, 2004.

Katherin Cope Katherin Cope

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40.00 DP Total number of pages including cover sheet, attachments, and document: 3

ASSIGNMENT

This Assignment is made by **Lakshman Tamil of Plano, Texas** ("Assignor").

WHEREAS, Assignor has invented a new and useful invention entitled **APPARATUS AND METHOD FOR OPTICAL SWITCHING AT AN OPTICAL SWITCH FABRIC**, for which an application for United States Letters Patent was made on **September 10, 2003**, bearing an application number of **10/659,485**; and

WHEREAS, Assignor believes himself to be the original inventor of the invention including any and all improvements disclosed in said application ("Invention"); and

WHEREAS, the parties desire to have a recordable instrument assigning the entire right, title and interest in and to said Invention, said application, on any subsequently filed divisional, continuation, continuation-in-part, re-examination, reissue or other application, and any patents, invention registrations or other forms of protection ("Patents") that may be granted for said Invention in the United States and throughout the world;

NOW, THEREFORE, in accordance with the obligations to assign the Invention and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, and transfers to **Yotta Networks, Inc.**, having a principal business address at **2201 Avenue K, Plano, Texas 75074** (hereinafter referred to as "Assignee"), the entire right, title, and interest in and to said invention, said application and any Patents that may be granted for said invention in the United States and throughout the world, including the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, he and/or his legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing the Patents in the United States and throughout the world for said Invention, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to said Invention, said application, and any Patents granted for said Invention in the United States and throughout the world.

Assignor represents and warrants that he has not granted and will not grant to others any rights inconsistent with the rights granted herein.

Assignor authorizes and requests the Commissioner for Patents of the United States and of all foreign countries to issue any Patents granted for said Invention, whether on