

Atty Docket No.:

FORM PTO-1593
06-04RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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):

Optinel Systems, Inc.

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

Name: Broadband Royalty Corporation

Address: 1105 Market Street
Suite 1300
Wilmington, Delaware 19801Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: September 1, 2004

Additional name(s) and address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

☐ This document is being filed together with a new application

A. Patent Application No.(s)

.. SEE ATTACHED ADDENDUM

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Customer Number

22850

Tel. (703) 413-3000
Fax. (703) 413-2220

6. Total applications and patents involved: 18

7. Total fee (37 CFR 3.41): \$720.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: 15-0030
(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.

Michael Monaco

Name of Person Signing



Signature

10/11/04

Date

Registration Number: 52,041

Total number of pages including this cover sheet: 6

Do not detach this portion

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

Director of the United States Patent and Trademark Office
Mail Stop Assignment Recordation Services
Alexandria, Virginia. 22313

700121979

PATENT
REEL: 015236 FRAME: 0850

OP \$720.00 09808222

ADDENDUM

Patent Application Nos.:

09/808,222
09/957,022
09/929,339
09/938,543
10/022,360
10/022,516
10/266,930
10/267,030
10/267,045
10/270,726
10/286,975
10/303,050
10/308,197
10/308,199
10/319,817
10/365,619
10/370,113
10/620,763

ASSIGNMENT OF BUSINESS INTELLECTUAL PROPERTY

WHEREAS, Optinel Systems, Inc., a Delaware corporation ("Optinel"), C-COR Incorporated, a Pennsylvania corporation, and Broadband Royalty Corporation, a Delaware corporation (hereinafter referred to as "Assignee") have entered into a certain Acquisition Agreement executed on August 27, 2004 (hereinafter the "Agreement");

WHEREAS, Optinel is the sole and exclusive owner of all Business Intellectual Property (as that term is defined in the Agreement, including but not limited to all intellectual property listed in Schedules 3.18 of the Agreement; a copy of Schedule 3.18 is attached hereto);

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to all of said Business Intellectual Property, including but not limited to all applications for Letters Patents and Trademark registrations and trademark applications, the inventions and marks described therein, and in and to any and all trademark registrations and Letters Patents that may be granted therefore in the United States and its territorial possessions, including the right to sue for infringement prior to the date of this assignment;

NOW, THEREFORE, in consideration of the sum of five dollars (\$5.00) and other valuable consideration, the receipt of which is hereby acknowledged, Optinel by these present does sell, assign and transfer unto said Assignee the entire right, title and interest for the territory of the United States of American in and to the foresaid Business Intellectual Property, including but not limited to all applications for Letters Patents and Trademark registrations and trademark applications, and together with the goodwill connected with and symbolized by the trademarks, the inventions and marks described therein, and in and to any and all Trademark registrations and Letters Patents that may be grated therefore in the United States and its territorial possessions, and in and to any and all divisions, continuations, reissues, substitutions

and renewals thereof, including the right to sue for infringement prior to the date of this assignment.

Optinel hereby authorizes and requests that the United States Patent and Trademark Office in the United States and its territorial possessions issue any and all of said Letters Patents or Trademark registrations, when granted, to said Assignee as the Assignee of the entire right, title and interest in and to the same, for the use and behoof of said Assignee, its successors and assigns, to the full end of the term for which said Letters Patents and Trademark registrations may be granted, with said Assignee having the sole right to renewals of the Trademark registrations, as fully and entirely as the same would have been held by Optinel Systems, Inc. had this Assignment and sale not been made.

IN TESTIMONY WHEREOF, Optinel has caused these present to be signed by its officers hereunto duly authorized.

OPTINEL SYSTEMS, INC.

By: 

Name: Sandeep Vohra

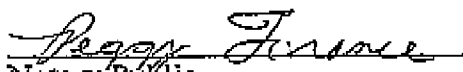
Title: President

Date: September 1, 2004

Sworn to and Subscribed before

me this 1st day of

September, 2004.


Notary Public

My Commission Expires: 11/16/2004

Schedule 3.16(b-e)

None

Schedule 3.17(a)

The State of Maryland Comptroller of the Treasury Sales & Use tax division performed an audit of Optinel Systems. Although the case is not officially closed, the State has indicated that the total liability as a result of that audit would be approximately \$8,800.

Schedule 3.17(b-e)

None

Schedule 3.18(a)

Utility	10/308,199	60/334,057	PCT
Applications	10/319,817	60/334,060	<u>Applications</u>
<u>Application No.</u>	10/365,619	60/334,061	
	10/370,113	60/334,922	PCT/US02/06559
09/808,222	10/620,763	60/334,954	PCT/US02/23480
09/957,022	10/821,954	60/337,170	PCT/US02/32132
09/929,339		60/338,653	PCT/US02/32133
09/938,543	Provisional	60/339,731	PCT/US02/32134
10/022,360	<u>Applications</u>	60/355,815	PCT/US02/32999
10/022,516		60/357,853	PCT/US02/35435
10/266,930	60/292,913	60/396,139	PCT/US02/37806
10/267,030	60/327,777	60/396,140	PCT/US02/38600
10/267,045	60/327,778	60/396,142	PCT/US02/38601
10/270,726	60/327,779	60/396,143	PCT/US02/39901
10/286,975	60/329,516	60/396,144	
10/303,050	60/330,948	60/488,002	
10/308,197	60/333,739		

Trademarks:

Optinel	Reg. No. 2,600,783
	Reg. No. 2,600,784
	Serial No. 76/470,435
Plexis	Serial No. 76/506,561

Schedule 3.18(b)

None

Schedule 3.18(c)

See Schedule 3.18(a)

Schedule 3.18(c)(iv)

None

Schedule 3.18(d)

None