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To the Honorable Commissioner of Patent and Trademarks: Please Record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Fujitsu Network Communications, Inc.

6.8.04

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

2. Name and address of receiving party(ies)

Name: Fujitsu Limited

Address: 1-1 Kamikodanaka 4-chome

Nakahara-ku, Kawasaki-shi,

Kanagawa 211-8588 JAPAN

Additional Name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____Execution Date: June 1, 2004

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)

10/745,562

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Edward A. Pennington, Esq.

Address: Swidler Berlin Shereff Friedman, LLP
3000 K Street, NW
Suite 300
Washington, DC 20007-51166. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41) \$ 40☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

19-5127, Order #15772.0020

(Attach duplicate copy of this page if paying by deposit account)

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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.*Michael A. Schwartz, Reg. No. 40,161Name of Person Signing
00000136 195127 10745562

Signature

June 8, 2004

Date

06/10/2004 DBYRNE

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PATENT
REEL: 015435 FRAME: 0685

ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS the undersigned, FUJITSU NETWORK COMMUNICATIONS, INC., a California Corporation, with an address of 2801 Telecom Parkway, Richardson, Texas 75082, (hereinafter referred to as ASSIGNOR; desires to sell, assign and transfer the entire right title and interest in, to and under an invention entitled:

PROVISIONING ETHERNET DUAL WORKING MODE

executed on May 14, 2004,

by David Michael COLVEN, residing at 2521 Worthington #308, Dallas, TX 75204 ,

and having an application serial number of 10/745,562, filed on December 29, 2003,

and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries; and

WHEREAS, FUJITSU LIMITED, 1-1, Kamikodanaka 4-chome, Nakahara-ku, Kawasaki-shi, Kanagawa 211-8588 Japan (hereinafter referred to as ASSIGNEE), desires to acquire the entire right title and interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries,

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR, its successors, legal representatives and assigns, hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.


ASSIGNOR, its successors, legal representatives and assigns, hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, its successors, legal representatives and assigns, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behoof of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNOR, its successors, legal representatives and assigns, hereby covenants that it has full right to convey the entire right, title and interest herein sold, assigned, transferred and set over.

ASSIGNOR, its successors, legal representatives and assigns, hereby further covenants and agrees that the ASSIGNEE, its successors, legal representatives or assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that ASSIGNOR, its successors, legal representatives and assigns, will at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives or assigns, communicate to the ASSIGNEE, its successors, legal representatives or assigns, as the case may be, any facts known to ASSIGNOR, its successors, legal representatives and assigns, respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto or divisions, continuations or refilings of the said applications or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives or assigns, ASSIGNOR, its successors, legal representatives and assigns, will, at any time, when called upon to do so by the ASSIGNEE its successors, legal representatives or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

ASSIGNOR:

FUJITSU NETWORK COMMUNICATIONS, INC.

By: 
 Executive Vice President, Chief
 Its: Administrative Officer and Secretary

Date: 6/1/04