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M&G-60027.0378US01/BS# 040135 To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies): Name of conveying party(ies): Steven Ryals BellSouth Intellectual Property Corporation Donald Smith Suite 901, 824 Market Street Wilmington, Delaware 19801 Additional name(s) of conveying party(ies) attached? 

Yes 
No Nature of conveyance: Assignment Merger Change of Name Security Agreement Other: Execution Date: July 23, 2004 4. Application number(s) or patent number(s): 101897858 If this document is being filed together with a new application, the execution date of the application is: July 23, 2004 B. Patent No.(s) A. Patent Application No.(s) Additional numbers attached? 
Yes 
No 5. Name and address of party to whom correspondence concerning 6. Total number of applications and patents involved: 1 document should be mailed: 7. Total fee (37 CFR 3.41): \$40.00 Alton Hornsby, III, Esq. Enclosed Name: Authorized to be charged to deposit account Address: Merchant & Gould P.C. P. O. Box 2903 8. Please charge any additional fees or credit any Minneapolis, Minnesota 55402-0903 overpayments to our Deposit account number: 13-2725 404.954.5100 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. Alton Hornsby, III July 23, 2004 Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: Do not detach this portion

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PATENT TRADEMARK OFFICE

**PATENT** REEL: 015614 FRAME: 0621

## ASSIGNMENT

WIIEREAS, we, Steven Ryals, residing at 7317 Whitney Drive, Pinson, Alabama, USA 35126; and Donald Smith, residing at 3040 County Road, #1246, Vinemont Alabama, USA 35179, are joint inventors of an invention entitled "Apparatus and Method For Automatically Bypassing A Load Coil In A Digital Subscriber Line Circuit," as described and claimed in the specification forming part of an application for United States letters patent executed herewith.

AND WHEREAS, BellSouth Intellectual Property Corporation, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having an office and place of business at Suite 901, 824 Market Street, Wilmington, Delaware 19801 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

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IN TESTIMONY WHEREOF, I have hereunto set my hand this 23rd day of 2004.  Donald Smith
Donald Smith
STATE OF Clabana)
COUNTY Of Afferday) SS.
On this 77th day of Old hotom me necessarily appeared
On this 27th day of 2004, before me personally appeared Donald Smith to me known and known to me to be the person described in and who executed the
foregoing instrument, and he/she duly acknowledged to me that he/she executed the same for the
uses and purposes therein set forth.
[SEAL] Stulette To, Still

Notary Public

NUTARY PHILLY STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Oct 20, 2004
SOMORD TARE NOTARY PURLY LINERWRITTERS

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assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 27th day of 2004.

STATE OF Clobana)

Steven Ryals

On this 27th day of 2004, before me personally appeared Steven Ryals to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

[SEAL]

Notary Public

AND, furthermore we covenant and agree with said Assignee, its successors and

NOTARY PIRILL STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES OCI 30, 2004 SOMPLE TREU NOTARY PUBLIC INDERWEITERS

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