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08-11-2004



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To the Director of the US Patent and Tradem

... or the new address(es) below.

19587 U.S. PTO
10/910685



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1. Name of conveying party(ies)/ Execution Date(s): David Allan, Nigel Bragg, Liam Casey and Jerome Chiabaut

Execution Date(s): July 27, 2004, August 3, 2004, July 27, 2004 and July 27, 2004

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

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

Internal Address: _____

Street Address: P.O. Box 3511, Station C

City: Ottawa
State: Ontario
Country: Canada Zip: K1Y 4H7

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): Not Yet Assigned This document is being filed together with a new application.

A. Patent Application No.(s) _____ B. Patent No.(s) _____

Additional number attached? Yes No

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

Name: Alan M. Weisberg
Internal Address: _____

Christopher & Weisberg, P.A.
Street Address: 200 East Las Olas Boulevard
Suite 2040
City: Fort Lauderdale
State: Florida Zip: 33301
Phone Number: (954) 828-1488
Fax Number: (954) 828-9122
Email Address: aweisberg@cwcp.com

6. Total number of applications and patents involved:

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
(a) Credit Card Last 4 Number: _____
Expiration Date: _____
(b) Deposit account number: 502104
Authorized User Name: _____

9. Signature: Alan M. Weisberg

Alan M. Weisberg
Name of Person Signing

August 3, 2004
Date

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, VA 22313-1450

00/10/2004 6TDH11 00000106 10910685 40.00 OP
01 FC:8021

VIA EXPRESS MAIL NO. EV 265 082 715 US
PATENT

ASSIGNMENT

Whereas we, the undersigned, David Allan, residing at 852 Forest St., Ottawa, ON, Canada K2B 5P9, Nigel Bragg, Homewards Chapel Road, Weston Colville, Cambridgeshire, United Kingdom, CB1 5NX, Liam Casey, 61 Aylmer Avenue, Ottawa, ON, Canada K1S 2X2, Canada, and Jerome Chiabaut, 2090 Chemin Chalmers, Ottawa, ON, Canada K1H 6K6, hereby have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled SYSTEM & METHOD FOR HUB AND SPOKE VIRTUAL PRIVATE NETWORK, identified as Attorney Docket No. 22493-14U, which application was executed on July 27, 2004 and August 3, 2004, and filed herewith; and

Whereas, **Nortel Networks Limited**, a Canadian corporation, having a place of business at World Trade Center of Montreal, 380 St. Antoine Street West, 8th Floor, Montreal, Québec, Canada, H2Y 3Y4, and which, together with its successors and assigns, is hereinafter called "Assignee" is desirous of acquiring the title, rights, benefits and privileges hereinafter recited.

In the event that the execution date, filing date and/or Application No. are not entered above at the time we execute this document, and if such information is deemed necessary, we hereby authorize and request our attorneys at Christopher & Weisberg, P.A., 200 East Las Olas Boulevard, Suite 2040, Fort Lauderdale, Florida 33301, to insert above the execution date, filing date and/or Application Number of said application.

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:


1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, reissue, re-examination and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by ourselves, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to my names.

INVENTOR

Dated: July 27/04


Name: David Allan

I declare that I did see the above-named individual sign this document in my presence.

Witness: C. Hobbs

Dated: 27th July 2004

INVENTOR

Dated: _____

Name: Nigel Bragg

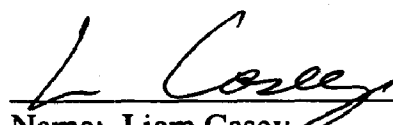
I declare that I did see the above-named individual sign this document in my presence.

Witness: _____

Dated: _____

INVENTOR

Dated: 27th July 2004


Name: Liam Casey


I declare that I did see the above-named individual sign this document in my presence.

Witness: 

Dated: 27th July 2004

INVENTOR

Dated: July 27th, 2004


Name: Jerome Chiabaut

I declare that I did see the above-named individual sign this document in my presence.

Witness: 

Dated: 27th July 2004

22348

INVENTOR

Dated: 03-08-04

Nigel L Bragg
Name: Nigel Bragg

I declare that I did see the above-named individual sign this document in my presence.

Witness: Culard.

Dated: 3rd August 2004

INVENTOR

Dated: _____

Name: Liam Casey

I declare that I did see the above-named individual sign this document in my presence.

Witness: _____

Dated: _____

INVENTOR

Dated: _____

Name: Jerome Chiabaut

I declare that I did see the above-named individual sign this document in my presence.

Witness: _____

Dated: _____

22348