

08-11-2004

FORM PTO-1595
Rev. 6-93
OMB-0651-0011



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

<p>1. Name of conveying party(ies): Lucent Technologies Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>01/30/2001</u></p>	<p>2. Name and address of receiving party(ies): Name: <u>Agere Systems Guardian Corp.</u> Internal Address: _____ Street Address: <u>555 Union Boulevard</u> City: <u>Allentown</u> State: <u>PA</u> Zip: <u>18109</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>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 _____</p> <p>A. Patent Application No.(s) B. Patent No. (s)</p> <p><u>09/599,682</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Steve Mendelsohn</u> Internal Address: <u>Mendelsohn & Associates, P.C.</u> Street Address: <u>1515 Market Street</u> <u>Suite 715</u> City: <u>Philadelphia</u> State: <u>PA</u> Zip: <u>19102</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>\$40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)</p>

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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.

Steve Mendelsohn Steve Mendelsohn 8/4/04
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Director of the Patent and Trademark Office, Mail Stop Assignment Recordation Services
P.O. Box 1450, Alexandria, VA 22313-1450

(Case Name: Bullman 4-1)
992.0290

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PATENT
REEL: 015662 FRAME: 0963

EXECUTION COPY

PATENT ASSIGNMENT

by and between

LUCENT TECHNOLOGIES INC.

and

AGERE SYSTEMS GUARDIAN CORP.

Dated as of January 30, 2001

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), effective as of January 30, 2001 (the "Effective Date"), is by and between Lucent Technologies Inc., a Delaware corporation, with offices at 600 Mountain Avenue, Murray Hill, New Jersey 07974, United States of America, ("ASSIGNOR") and Agere Systems Guardian Corp., a Delaware corporation, with offices at 555 Union Boulevard, Allentown, PA 18109, United States of America ("Agere Systems Guardian").

RECITALS

A. WHEREAS, the Board of Directors of ASSIGNOR has determined that it is in the best interests of ASSIGNOR and its stockholders to separate ASSIGNOR's existing businesses into two independent businesses;

B. WHEREAS, ASSIGNOR presently owns or controls certain patents, patent applications, and invention submissions listed in the attached Appendices A and B (hereinafter "TRANSFERRED PATENTS") and;

C. WHEREAS, in furtherance of the foregoing separation, ASSIGNOR desires to transfer, assign, convey, deliver and vest all of its interests and rights in TRANSFERRED PATENTS for all countries, jurisdictions and political entities of the world, to and in Agere Systems Guardian;

NOW, THEREFORE, in consideration of the premises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ASSIGNOR, subject to existing rights and licenses of third parties, does hereby assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to Agere Systems Guardian, its successors, assigns and legal representatives or nominees, ASSIGNOR's entire right, title and interest, for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement, to all TRANSFERRED PATENTS listed on Appendices A and B, and corresponding counterpart foreign patents and patent applications, with respect to which, and to the extent to which, ASSIGNOR now has or hereafter acquires the right to so assign, convey, transfer and deliver. Agere Systems Guardian recognizes that ASSIGNOR holds only bare legal title to the TRANSFERRED PATENTS listed in Appendix A (which lists the United States Patents and patent applications previously exclusively licensed to Lucent Technologies Microelectronics Guardian Corp.).


ASSIGNOR and ASSIGNEE recognize that the patents listed in Appendices A and B may inadvertently include patents that are owned by various subsidiaries of ASSIGNOR, including Agere, Inc., Ortel Corporation, Optimay Corporation, Herrmann Technology, Inc., and Enable Semiconductor, Inc. Ownership of such patents shall not be affected by this Patent

Assignment, and ASSIGNEE agrees that any such patents shall be deemed deleted from Appendices A and B.

ASSIGNOR agrees that, upon request it will, at any time without charge to Agere Systems Guardian, but at Agere Systems Guardian's expense, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for vesting title to TRANSFERRED PATENTS in Agere Systems Guardian, its successors, assigns and legal representatives or nominees; including but not limited to any acts which may be necessary, desirable or convenient for claiming said rights and for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in Agere Systems Guardian and its respective successors, assigns and legal representatives or nominees.

IN WITNESS WHEREOF, the parties have caused this PATENT ASSIGNMENT to be executed by their duly authorized representatives as of the Effective Date.

LUCENT TECHNOLOGIES INC.

By: 
Daniel P. McCurdy
President, Intellectual Property Business

AGERE SYSTEMS GUARDIAN CORP.

By: 
Fred M. Romano
President

ACKNOWLEDGMENTS

STATE OF NEW JERSEY)


: ss:

COUNTY OF SOMERSET)

I CERTIFY that on January 30, 2001, Daniel P. McCurdy personally came before me and this person acknowledged under oath, to my satisfaction that:

a.) this person signed, sealed and delivered the attached Patent Assignment as President - Intellectual Property Business of Lucent Technologies Inc.; and

b.) this Patent Assignment was signed and made by Lucent Technologies Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.



Name **TAMORA ANNE HANNA**
Notary Public **Notary Public of New Jersey**
My Commission Expires **Registered in Hunterdon County**
[Notarial Seal] **My Commission Expires March 25, 2002**

STATE OF FLORIDA)

: ss:

COUNTY OF ORANGE)

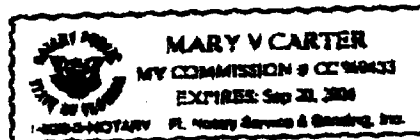
I CERTIFY that on January 31, 2001, Fred M. Romano personally came before me and this person acknowledged under oath, to my satisfaction that:

a.) this person signed, sealed and delivered the attached Patent Assignment as Vice President of Agere Systems Guardian Corp. ; and

b.) this Patent Assignment was signed and made by Agere Systems Guardian Corp. as its voluntary act and deed by virtue of authority from its Board of Directors.



Name
Notary Public
My Commission Expires:
[Notarial Seal]



APPENDIX B (continued)
Transferred Patents

Case Name	Filing Date	Issue Date	Patent No.	Serial No.
Brady 3-14	8/30/1998		08/705835	
Brady 5-10-37-2	8/18/1997	7/18/2000	6090888	
Brady 7-18-30-46-10-4	8/22/1998		08/158582	
Brady 8-23-80	9/3/1998		08/146418	
Brady 9-28-53-6	12/2/1998			08/208413
Brady 9-45-8-88-13-28	2/18/1999			08/282728
Braun 2-8-6	2/11/1999			08/248577
Braun 3-0	3/14/1998			08/312166
Bradenvold 2-8-4-5-3	5/21/1998		08/055328	
Britton 11-1-3-8-1-1	10/15/1997	4/11/2000	6048224	
Britton 13-1-3-3-3	10/15/1997		08/850444	
Britton 19-2-9-11-8	9/18/2000		08/883272	
Brooks 1-1-8	7/29/1998		08/123334	
Brooks 2-2	7/29/1998			08/383511
Brooks 5-11-8	8/31/1998			08/387181
Broulin 14-24-28	7/19/1998			08/358307
Brown 1	8/30/1998			08/408171
Brown 1-2-1	5/18/2000			08/573280
Brown 1-28	10/18/1998			08/418652
Brown 1-43-7	6/7/2000			08/588818
Brown 2-5-2	5/25/1998			08/318611
Brown 3-2-3	5/25/1998			08/318481
Brown 7-188-62	10/25/1998			08/426457
Brown 8-187-53	10/25/1998			08/426453
Brown 9-188-88	8/22/2000		08/643784	
Bryant 1-8-4	2/18/1998			08/252418
Buckfeiler 7-63-43	11/8/1998			08/276086
Buckfeiler 8	9/7/1998			08/390181
Bude 4-2	10/13/1998	1/4/2000	6011722	
Bude 8-3-8	3/12/1998			08/170819
Buhrke 5-18	11/8/1998			08/258447
Bullman 1-1	8/30/1998			08/435182
Bullman 2	2/17/2000			08/343828
Bullman 3-4	12/17/1998			08/608086
Bullman 4-1	1/3/2000			60/172322
Bullman 5-2-2-4	2/8/2000			60/174205
Bullman 6-3-3-5	2/18/2000			60/181037
Bulusu 1	12/20/1998			60/183520
Burger 3-20-3	4/8/1997		08/178278	
Burn 4-13-15-10-8	3/10/2000			08/523210
Burns 2-8-8	4/20/1998		08/063088	
Burns 4	10/14/1998			08/172487
Burns 8-19	10/18/1998			08/174188
Burns 8-21	10/14/1998			08/172378
Burns 8	3/4/1998			08/252280
Burns 8-4	1/29/1998			08/240853
Burroughs 1-4	8/17/1998	8/13/2000	6078138	
Burroughs 2-1	1/24/2000			08/488852
Burroughs 3-2	1/24/2000			08/480434
Burroughs 4-3-4	5/31/2000			08/583483
Burton 7-18-2	5/20/1998	7/4/2000	6083838	
Bushing 4-7	7/3/1997		08/887858	
Bushing 5	8/27/1997		08/884155	
Bushing 6-1-2	1/7/1998	8/22/2000	6107884	
Byrne 2-2-5-2-1	1/8/1998			08/226730
Cadet 14-8	9/8/1998			08/228388
Cannino 1-1-21	8/14/1998			08/392911
Campbell 1-7-24-3-48	8/8/2000			08/332081
Cannon 100	3/23/2000			08/691037
Cannon 101-90-47	4/18/2000			08/634145
				08/551553

