

Form PTO-1595 (Rev. 09/04)  
OMB No. 0851-0027 (exp. 8/30/2005)

U.S. Department of COMMERCE  
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### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patents and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**  
 HARRIS, DAVID LINDEL  
 PAN, JAMES J.

Execution Date(s) 12/6/2004; 12/6/2004  
 Additional name of conveying party(ies) attached?  Yes  No

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

Name: SPRINT COMMUNICATIONS COMPANY L. P.

Internal Address: Law Department

Street Address: 6391 Sprint Parkway

City: Overland Park

State: KS

Country: USA Zip: 66251

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 number(s) or patent number(s):**

A. Patent Application No.(s)  
11/005,697

This document is being filed together with a new application.

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: Harley R. Ball

Internal Address: Sprint Communications Company L. P.

Street Address: 6391 Sprint Parkway

Mailstop: KSOPHT0101-Z2100

City: Overland Park

State: KS Zip: 66251-2100

Phone Number: 913-315-9261

Fax Number: 913-315-0762

Email Address: harley.ball@mail.sprint.com

**6. Total number of applications and patents involved:** one

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 40

Authorized to be charged by credit card

Authorized to be charged to deposit account

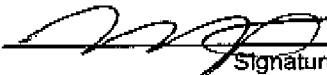
Enclosed

None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 210765  
Authorized User Name Michael J. Setter

**9. Signature :**  2-16-05  
 Michael J. Setter, Reg. 37,936 Signature Date

Name of Person Signing

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

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, V.A. 22313-1450

CH \$40.00 210765 11005697

## ASSIGNMENT AND AGREEMENT IN AN APPLICATION FOR LETTERS PATENT OF THE UNITED STATES OF AMERICA

I hereby declare that I am the sole inventor (if only one inventor is named below) or an original, first and joint inventor (if plural inventors are named below) of the invention relating to "OPTIMIZING PMD MEASUREMENTS BASED ON TEMPERATURE FOR INSTALLED FIBERS" described in an application for Letters Patent of the United States of America filed on \_\_\_\_\_, Serial No. \_\_\_/\_\_\_,\_\_\_, or, if not identified here by filing date and serial number, executed by me on even date with my execution of this Assignment.

For valuable consideration received, I hereby sell, assign and transfer to SPRINT COMMUNICATIONS COMPANY L.P., limited partnership duly organized and existing under the laws of the State of Delaware, United States of America, its successors and assigns, my entire right, title and interest, for all countries in and to said inventions and all the rights and privileges under any and all Letters Patent that may be granted therefore, and any divisions, continuations, reissues and extensions thereof.

I agree that, when requested, I will, without charge to said limited partnership but at its expense, sign all papers, take all rightful oaths, make all rightful declarations and do all acts which may be necessary, desirable or convenient for securing and maintaining patents or other forms of protection for said inventions in any and all countries and for vesting title thereto in said limited partnership, its successors, assigns or nominees.

I agree that I will communicate to said limited partnership or its representatives any facts known to me respecting said inventions and when requested by said limited partnership and at its expense will testify in any legal proceedings, and generally do everything possible to aid said limited partnership, its successors, assigns and legal representatives or nominees, to obtain or enforce proper protection for said inventions in any and all countries.

I authorize and empower said limited partnership, its successors, assigns or nominees, to make application for patent or other form of protection for said inventions in its or their own name, or in my/our name, in any and all countries to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from me.

I hereby consent that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said limited partnership or its successors, assigns or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

I covenant with SPRINT COMMUNICATIONS COMPANY L.P., its successors, assigns, legal representatives, and nominees, that to the best of my knowledge the right, title and interest herein conveyed by me are free and clear of any encumbrance, and that I have the full right to convey the same as herein expressed.

This Agreement and Assignment supersedes all other assignments, agreements and addendums related to the above-identified application.

After this Assignment has been recorded, please return it to :

Attn: Harley R. Ball  
Sprint Law Department  
6391 Sprint Parkway  
Mailstop: KSOPHT0101-Z2100  
Overland Park, KS 66251-2100

SOLE OR JOINT

Inventor (1) **David Lindel Harris**

David Lindel Harris  
(Signature in Full)

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Residence: Pleasanton, CA

1st Witness: Yoichi Akasaka  
(Type or Print)

Yoichi Akasaka  
(Signature)

2nd Witness: James Pan  
(Type or Print)

James Pan  
(Signature)

SOLE OR JOINT

Inventor (2) **James J. Pan**

James J. Pan  
(Signature in Full)

Citizenship: China

Date: 12/6/2004

Post Office Address: 1429 Marlin Ave., Foster City, CA 94404

Residence: Foster City, CA

1st Witness: DAVID HARRIS  
(Type or Print)

David Harris  
(Signature)

2nd Witness: MARITA ZARAGOZA  
(Type or Print)

MARITA ZARAGOZA  
(Signature)