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Attorney Docket No.: 979-053

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4. Application number(s) or patent number(s):

A. Patent Application No.(s)

10/798,828

B. Patent No.(s):

N/A

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

Name: Joseph Sofer

Internal Address: SOFER & HAROUN, LLP

Street Address: 317 Madison Avenue, Suite 910

City: New York State: NY ZIP: 10017

6. Total number of applications and patents involved:

[1]

7. Total fee (37 C.F.R. 3.41) ..... \$ 40.00

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**ASSIGNMENT AND AGREEMENT**

For value received, we, **Klaus Schippl** residing at **Rischkamp 60, D-30659, Hannover, Germany**, and **Stephan Lange** residing at **Scherenbostelerstraße 26, D-30900, Wedemark, Germany** hereby sells, assigns and transfers to **NEXANS** (herein referred to as "NEXANS"), a corporation of the country of Germany, having a place of business at **16, rue de Monceau, 75008 Paris, France** and its successors, assigns and legal representatives, the entire right, title and interest, for the United States of America, in and to certain inventions related to

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described in an application for Letters Patent of the United States, filed herewith, all the rights and privileges in said application and under any and all Letters Patent that may be granted in the United States for said inventions; and we also concurrently hereby sell, assign and transfer to NEXANS the entire right, title and interest in and to said inventions for all countries foreign to the United States, including all rights of priority arising from the application aforesaid, and all the rights and privileges under any and all forms of protection, including Letters Patent, that may be granted in said countries foreign to the United States for said inventions.

We authorize NEXANS to make application for such protection in its own name and maintain such protection in any and all countries foreign to the United States, and to invoke and claim for any application for patent or other form of protection for said inventions, without further authorization from us, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of NEXANS to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

We request that any and all patents for said inventions be issued to NEXANS in the United States and in all countries foreign to the United States, or to such nominees as NEXANS they may designate.

We agree that, when requested, we shall, without charge to NEXANS, but at its expense, sign all papers, and do all acts which may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection.

*Klaus Schippl*  
Klaus Schippl

Date: 25.8.04

)  
City of ) ss.:  
Country of )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came **Klaus Schippl**, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Public

*Stephan Lange*  
Stephan Lange

Date: 25.08.04

)  
City of ) ss.:  
Country of )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came **Stephan Lange**, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Public