

VIA FACSIMILE

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Patent and Trademark Office  
Docket No. 556592000800

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

1. Name of conveying party(ies):  
**David WAKE and Keith BEACHAM**  
  
 Individual(s)     Association  
 General Partnership     Limited Partnership  
 Corporation-State     Other  
  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
  
Name: MICROWAVE PHOTONICS, INC.  
Street Address: 11845 W. Olympic Boulevard  
City and State: Los Angeles, California  
Zip Code: 90064  
  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
  
 Assignment     Merger  
 Security Agreement     Change of Name  
 Other: \_\_\_\_\_  
  
Execution Date: February 23, 2005

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: \_\_\_\_\_  
  
A. Patent Application No.(s) 10/978,501 (filed 11/01/2004)    B. Patent No.(s) )  
  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
  
Mehran Arjomand  
Morrison & Foerster LLP  
555 West Fifth Street  
Suite 3500  
Los Angeles, California 90013-1024

6. Total number of applications and patents involved: 1  
  
7. Total fee (37 C.F.R. § 3.41): \$40.00  
  
 Enclosed  
 Authorized to be charged to deposit account, referencing Attorney Docket 556592000800  
  
8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

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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.  
  
Name: David T. Yang        Date: March 3, 2005  
Registration No: 44,415      
Signature    Date

Total number of pages comprising cover sheet, attachments and document: 3

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment  
Director of U.S. Patent and Trademark Office  
PO Box 1450  
Alexandria, VA 22313-1450

CH \$40.00 03-1952 10978501

## ASSIGNMENT JOINT

THIS ASSIGNMENT, by **David WAKE and Keith BEACHAM**, (hereinafter referred to as the assignors), whose post office addresses are respectively: CROESO, Church Lane, Levington, Ipswich, Suffolk, IP10 0LQ, England, GB and Beech Tree Farm, East Green, Kelsale, Saxmundham, Suffolk IP17 2PH, England, GB, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements for **COMMUNICATIONS SYSTEM AND METHOD**, set forth in an application for Letters Patent of the United States filed on November 1, 2004 as U.S. Serial No. 10/978,501, and

WHEREAS, **MICROWAVE PHOTONICS, INC.**, a corporation duly organized under and pursuant to the laws of the State of Delaware, and having its principal place of business at **11845 West Olympic Boulevard Suite 695, Los Angeles, CA 90064, US** (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

The Undersigned hereby grant **the practioners at USPTO Customer Number: 25224**, all of Morrison & Foerster LLP, 555 West Fifth Street, Los Angeles, California 90013, US, the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark office for recordation of this document.

23/2/05  
Date David Wake

23/2/05  
Date Keith Beacham

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date