

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

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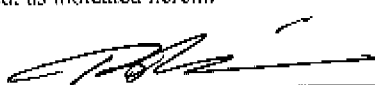
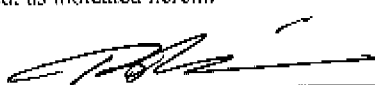
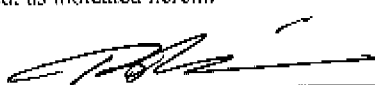
TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS: Please record the attached original documents or copy thereof.

<b>Submission Type</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Resubmission (Non-Recordation)-Document ID# _____ <input type="checkbox"/> Correction of PTO Error - Reel # _____ Frame # _____ <input type="checkbox"/> Corrective Document - Reel # _____ Frame # _____	<b>Conveyance Type</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:  Execution Date: <u>12/30/04, and 02/01/2005</u>
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<b>Conveying Party(ies)</b> Alcatel  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Receiving Party(ies)</b> Name: ARC International Address: ARC House, The Waterfront Elstree Road, Elstree Herts, UK WD6 3BS Additional name(s) of receiving party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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<b>Application Number(s) or Patent Number(s)</b> <input type="checkbox"/> Application filed herewith <input type="checkbox"/> Patent Application No(s): <input checked="" type="checkbox"/> Patent No(s): 6,718,504 issued April 6, 2004.  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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<b>Correspondent Name and Address</b> Name: Robert F. Gazdzinski, Esq. Internal Address: GAZDZINSKI & ASSOCIATES Street Address: 11440 West Bernardo Court, Suite 375 City: San Diego State: CA ZIP: 92127 Telephone: (858) 675-1670	<b>Fee Amount (37 CFR 3.41):</b> \$40.00  <input checked="" type="checkbox"/> Please charge our Deposit Account No. 501423 for this service.
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<b>Number of Properties</b> Enter the total number of properties involved: (1)			
<b>Statement and signature</b> 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. Charges to deposit account are authorized, as indicated herein.  <table style="width:100%"> <tr> <td style="width:33%"> <u>Robert F. Gazdzinski</u>            Name of Person Signing         </td> <td style="width:33%; text-align:center">             Robert F. Gazdzinski; Reg. No. 39,990         </td> <td style="width:33%; text-align:right"> <u>3/14/05</u>            Date         </td> </tr> </table>	<u>Robert F. Gazdzinski</u> Name of Person Signing	 Robert F. Gazdzinski; Reg. No. 39,990	<u>3/14/05</u> Date
<u>Robert F. Gazdzinski</u> Name of Person Signing	 Robert F. Gazdzinski; Reg. No. 39,990	<u>3/14/05</u> Date	

<b>Pages</b> Enter the total number of pages of the conveyance document including any attachments: (3)
Mail documents to be recorded with required cover sheet information to:  <div style="text-align:center">           Director of the U.S. Patent and Trademark Office            Mail Stop Assignment Recordation Services            P.O. Box 1450            Alexandria, VA 22313-1450         </div>

CH \$40.00 501423 6718504

## PATENT ASSIGNMENT AGREEMENT

This is a PATENT ASSIGNMENT AGREEMENT ("Agreement") dated December 30, 2004 (the "Effective Date"), between Alcatel, a *société anonyme* organized under the laws of France and having its principal place of business at 54, rue La Boétie, 75008 Paris, France (referred to herein as "Assignor"); and ARC International (UK) Limited, a company registered in England and Wales, and having its principal place of business at ARC House, The Waterfront, Elstree Road, Elstree, Herts, UK WD6 3BS (referred to herein as "Assignee").

WHEREAS, Assignor desires to assign certain patents to Assignee, and Assignee desires to acquire such patents by such assignment;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the sufficiency of which is acknowledged by both parties, the parties hereto agree as follows:

### **Section 1**                    Definitions

1. "Patents" shall mean the patents and patent applications identified in Schedule 1 (including any counterparts in other countries), any patents issuing from the applications, and any reexamination or reissue of such identified or issuing patents.
2. "Associated Company" shall mean, with respect to a Assignor, any person(s) or entity which (i) controls Assignor; or (ii) is controlled by Assignor; or (iii) is controlled by any such party as is referred to in (i), but only whilst such person(s) or entity so controls or is so controlled. An entity shall be deemed to "control" another entity if it owns, directly or indirectly, in excess of fifty percent (50%) of the outstanding voting securities or capital stock of such entity or other comparable equity or ownership interest in respect of a business entity which is not a corporation or if any other relationship between the two entities legally results in effective control by one entity over the management, business and/or affairs of the other entity.

### **Section 2.**                    Patent Assignment

2.1 Patent Assignment. Subject to any rights and licenses granted under the Patents prior to the Effective Date, Assignor hereby assigns to Assignee its entire right, title and interest in and to the Patents, including any past or future causes of action or rights of recovery against third parties.

2.2 Expenses. Assignee shall be solely responsible for any expenses, including transfer taxes, associated with or arising from the assignment and recordation of assignment of the Patents.

2.3 Assistance. Assignor hereby further agree that, upon the request of Assignee, Assignor will communicate to Assignee, or to its successors, assigns, and legal representatives, any facts known to it respecting the Patents, and at the expense of Assignee, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue and substitute applications, make all lawful oaths, and provide reasonable assistance to aid Assignee, its successors, assigns and nominees to obtain and enforce the Patents. In particular, upon execution of this Agreement, Alcatel and Assignor will cooperate to provide Assignee with executed Assignment documents suitable for recording the ownership interest of Assignee in each of the Patents.

2.4 License back. Assignee grants to Assignor and its Associated Companies a worldwide, non-exclusive, royalty free license to develop or have developed, make, have made, sell, lease or other wise dispose of, integrate, maintain any product or services under the Patent. The foregoing includes also the right to grant sublicenses under the Patent; provided, however, that any such sublicense granted under this Section 2.4 by Assignor shall (i) be subject to the prior written approval of Assignee, such approval not to be unreasonably withheld.

2.5 Limitation of Liability. In no event Assignor shall be liable for any damages or loss of revenue or loss of profit arising out of or in connection with this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed as of the date first written above.

ARC INTERNATIONAL

By *Thomas W. Heppner*  
 Name Thomas W. Heppner  
 Title General Counsel  
 Date 12/30/04

ALCATEL

By *U. Knecht*  
 Name U. KNECHT  
 Title Vice President  
Intellectual Property  
 Date February 1, 2005

**SCHEDULE 1****PATENTS**

- 1) U. S. Patent No. 6,718,504 to Coombs, et al. issued April 6, 2004 and entitled "Method and Apparatus for Implementing a Data Processor Adapted for Turbo Decoding".
- 2) U. S. Patent Application Serial No. 10/818,735 filed April 5, 2004 and entitled "Method and Apparatus for Implementing a Data Processor Adapted for Turbo Decoding".
- 3) PCT Patent Application No. PCT/US03/18237 filed June 5, 2003 and entitled "Method and Apparatus for Implementing a Data Processor Adapted for Turbo Decoding".