

11/05/04

RECOR

11-12-2004

EET

Docket No.: 2386.2030-000



To the Director of the U.S. Patent and

102880166

ginal documents or copy thereof.

1. Name of conveying party(ies)

William B. Page
Yan Wang
Timothy G. Wade
Mark Milot
Ibrahim Yavuz
David Cheng-Song Qi

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies)

Name: Cisco Technology, Inc.

Internal Address:

Street Address: 170 W. Tasman Drive

City: San Jose State: CA ZIP: 95134

Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: November 3, 2004, respectively

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

A. Patent Application No.(s)

11/08/2004 JBALINAN 00000084 10981832

03 FC:8021

40.00 DP

B. Patent No.(s)

Additional numbers attached? [] Yes [X] No

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

Name: Timothy J. Meagher, Esq.

Internal Address:

Hamilton, Brook, Smith & Reynolds, P.C.

Street Address: 530 Virginia Road, P.O. Box 9133

City: Concord State: MA ZIP: 01742-9133

6. Total number of applications and patents involved: [1]

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

- Enclosed (with application fee)
- Authorization to charge deposit account number 08-0380
- Previously submitted - Doc. ID No. []
- Authorized to charge any deficiencies or credit any overpayment to deposit account number 08-0380

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8. 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.

Timothy J. Meagher

Name of Person Signing

Signature

11/5/04

Date

Total number of pages including cover sheet, attachments, and document: [6]

22387 U.S. PTO
10/981832

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JointASSIGNMENT

WHEREAS, we, **William B. Page, Yan Wang, Timothy G. Wade, Mark Milot, Ibrahim Yavuz and David Cheng-Song Qi**, have invented a certain improvement in **METHOD AND APPARATUS FOR INCLUSIVE ECHO CANCELLER TESTING** described in an application for Patent,

- the specification of which is about to be filed in the United States Patent Office (*use for utility (37 CFR § 1.53(b)) and design filings only*);
- is about to be filed in the United States Patent Office as a Provisional Application;
- the specification of which is United States Application No. [], filed [];
- the specification of which is a Patent Cooperation Treaty Application, International Application No. [], filed [], which designates the United States of America [and assigned United States Application No. []];
- which was patented under United States Patent No. [].

WHEREAS, **Cisco Technology, Inc.** (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the **State of California**, and having a usual place of business at **170 W. Tasman Drive, San Jose, California 95134** desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with the entire right, title and interest in and to said application and such Letters Patent as may issue on said invention; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of the entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its

successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of any future applications including substitution, reissue, divisional or continuation applications, and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request each Patent Office and the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said invention to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

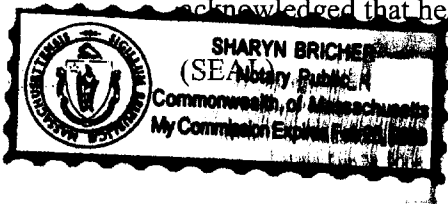
Inventor's Signature: William B. Page
William B. Page

State/Commonwealth
of Massachusetts
County of Middlesex

On this 3 day of November, 2004, before me, the undersigned notary public, personally appeared **William B. Page**,

- personally known to me, or
- proved to me through satisfactory evidence of identification, which was MM PIC

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed.



Sharyn Bricher Notary Public
Sharyn Bricher (print name)
My Commission expires 2/28/08

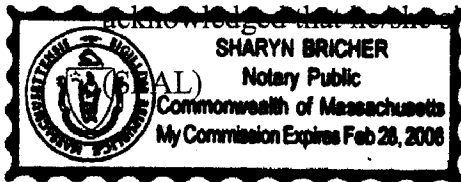
Inventor's Signature: [Signature]
Yan Wang

State/Commonwealth of Massachusetts
County of Middlesex

On this 3 day of November, 2004, before me, the undersigned notary public, personally appeared Yan Wang,

- personally known to me, or
- proved to me through satisfactory evidence of identification, which was MA LC

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed.



[Signature] Notary Public
Sharyn Bricher (print name)
My Commission expires 2/28/08

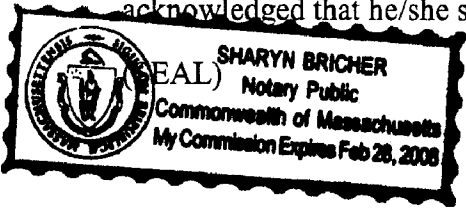
Inventor's Signature: [Signature]
Timothy G. Wade

State/Commonwealth of Massachusetts
County of Middlesex

On this 3 day of November, 2004, before me, the undersigned notary public, personally appeared Timothy G. Wade,

- personally known to me, or
- proved to me through satisfactory evidence of identification, which was

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed.



[Signature] Notary Public
Sharyn Bricher (print name)
My Commission expires 2/28/08

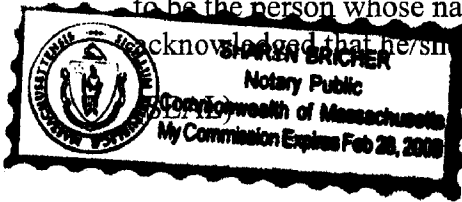
Inventor's Signature: Mark A Milot
Mark Milot

State/Commonwealth of Massachusetts
County of Middlesex

On this 3 day of November, 2004, before me, the undersigned notary public, personally appeared **Mark Milot**,

- personally known to me, or
- proved to me through satisfactory evidence of identification, which was NH LIC

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed.



Sharyn Bricher Notary Public
Sharyn Bricher (print name)
My Commission expires 2/28/08

Inventor's Signature: Ibrahim Yavuz
Ibrahim Yavuz

State/Commonwealth of Massachusetts
County of Middlesex

On this 3 day of November, 2004, before me, the undersigned notary public, personally appeared **Ibrahim Yavuz**,

- personally known to me, or
- proved to me through satisfactory evidence of identification, which was MA LIC

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed.



Sharyn Bricher Notary Public
Sharyn Bricher (print name)
My Commission expires 2/28/08

Inventor's Signature: _____

[Handwritten Signature]

David Cheng-Song Qi

State/Commonwealth

of Massachusetts

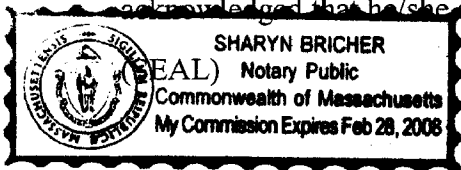
County of Middlesex

On this 3 day of November, 2004, before me, the undersigned notary public, personally appeared **David Cheng-Song Qi**,

personally known to me, or

proved to me through satisfactory evidence of identification, which was MA LIC

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed.



[Handwritten Signature] Notary Public

Sharyn Bricher (print name)

My Commission expires 2/28/06