

11-26-2004

RECOR



102889515

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

1. Name of conveying party(ies)/Execution Date(s):

Jonathan Huffman, Ray Tyrrell, Hal Thorne, Dirk Corsus, Duane Remein, David Eckard, Travis Lentz

11-16-04

Execution Date(s) 10/11/04; 11/9/04; 11/10/04; 11/9/04;
11/10/04; 11/9/04; 11/10/04

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

2. Name and address of receiving party(ies)

Name: Alcatel

Internal Address: _____

Street Address: 54, rue La Boetie

City: Paris

State: _____

Country: France Zip: 75008

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 or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Craig A. Hoersten

Internal Address: Alcatel

Street Address: 3400 W. Plano Parkway
M/S LEGL2

City: Plano

State: TX Zip: 75075

Phone Number: 972-519-5143

Fax Number: 972-477-9328

Email Address: craig.hoersten@alcatel.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- 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 50-0838

Authorized User Name Craig A. Hoersten

9. Signature:

Signature

11/16/2004

Date

Craig A. Hoersten

Reg. No. 38,917

Name of Person Signing

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

15

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

11/24/2004 GT0N11 00000188 500838 10990157
01 FC:8021 40.00 DA

E

ASSIGNMENT

This ASSIGNMENT is made and entered into, as of the date set forth below, by the undersigned in favor of Alcatel, a corporation organized under the laws of France and having its principal place of business at 54, rue La Boétie, 75008 Paris, France ("Assignee")

WITNESSETH:

WHEREAS, pursuant to one or more invention, patent, proprietary information or intellectual property agreements or other similar agreements, the undersigned is obligated to assign and transfer to a subsidiary of Assignee all of the undersigned's right, title and interest in and to intellectual property described in the agreements;

WHEREAS, such subsidiary and certain other subsidiaries of Assignee are ultimately obligated, by certain inter-company agreements (including the General Relations Agreement between Assignee and such subsidiaries), to assign to Assignee the intellectual property that is to be assigned by the undersigned under this Assignment; and

WHEREAS, such subsidiaries have, for convenience, implemented a process in which the undersigned is to execute and deliver this Assignment directly in favor of Assignee, with the understanding that the assignments and transfers of this Assignment shall be deemed to have been made through the relevant subsidiaries in accordance with their assignment obligations in the inter-company agreements referred to above;

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees as follows:

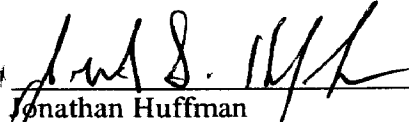
1. The undersigned does hereby assign and transfer to Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to any and all inventions which are described in the application for United States Patent identified below and to any and all improvements thereto.
2. The undersigned does hereby assign and transfer to Assignee the entire right, title and interest to all applications (including provisional, divisional, continuations, substitutions, reissues, and extensions), which have been or shall be filed in the United States and all foreign countries and under the terms of any treaties or conventions (including the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, and the European Patent Convention) relating to said invention and any of said improvements; and in and to all rights of priority resulting from the filing of any such applications.
3. The undersigned agrees that Assignee may apply for and receive patents for said invention and improvements in its own name; and that, when requested, without charge to, but at the expense of, Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all provisional, divisional, continuations, substitutions, reissues, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to Assignee, its successors, assigns, and representatives, all facts known to undersigned relating to said inventions and improvements and the history thereof; and generally do everything possible which Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and improvements, and for vesting title to said invention and improvements, and all applications for patents and all patents on said invention and improvements, in Assignee, its successors, assigns and legal representatives.

4. The undersigned represents and warrants to Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

The Application for U.S. Patent entitled *Optical Network Termination Apparatus with Shared Components and Passive Optical Network System Comprising Same*

- has been executed by the undersigned on _____, ____.
- has been executed by the undersigned concurrently herewith.
- was filed on _____, _____, and assigned Serial No. _____.

IN WITNESS WHEREOF, the undersigned has duly executed this Assignment on the date indicated below:

Signature:  Date: 10/11/04
 Jonathan Huffman
 8104 Winstone Ct., Raleigh, NC 27615

Signature: _____ Date: _____
 Ray Tyrrell
 3524 Eden Croft Dr., Raleigh, NC 27612

Signature: _____ Date: _____
 Hal Thorne
 824 Babock Ct, Raleigh, NC 27609

Signature: _____ Date: _____
 Dirk Corsus
 1308 Crossgar Ct., Raleigh, NC 27614

Signature: _____ Date: _____
 Duane Remein
 8012 Selfridge Ct., Raleigh, NC 27615

Signature: _____ Date: _____
 David Eckard
 117 Farr Ct., Garner, NC 27529

Signature: _____ Date: _____
 Travis Lentz
 201 Inkster Cove, Raleigh, NC 27603

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2. The undersigned does hereby assign and transfer to Assignee the entire right, title and interest to all applications (including provisional, divisional, continuations, substitutions, reissues, and extensions), which have been or shall be filed in the United States and all foreign countries and under the terms of any treaties or conventions (including the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, and the European Patent Convention) relating to said invention and any of said improvements; and in and to all rights of priority resulting from the filing of any such applications.
3. The undersigned agrees that Assignee may apply for and receive patents for said invention and improvements in its own name; and that, when requested, without charge to, but at the expense of, Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all provisional, divisional, continuations, substitutions, reissues, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to Assignee, its successors, assigns, and representatives, all facts known to undersigned relating to said inventions and improvements and the history thereof; and generally do everything possible which Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and improvements, and for vesting title to said invention and improvements, and all applications for patents and all patents on said invention and improvements, in Assignee, its successors, assigns and legal representatives.

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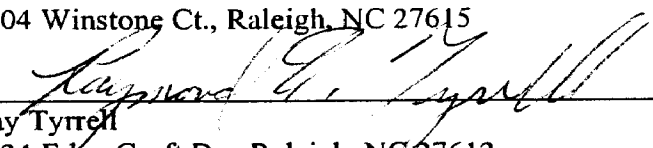
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Signature: X  _____ Date: 11-9-04

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3. The undersigned agrees that Assignee may apply for and receive patents for said invention and improvements in its own name; and that, when requested, without charge to, but at the expense of, Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all provisional, divisional, continuations, substitutions, reissues, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to Assignee, its successors, assigns, and representatives, all facts known to undersigned relating to said inventions and improvements and the history thereof; and generally do everything possible which Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and improvements, and for vesting title to said invention and improvements, and all applications for patents and all patents on said invention and improvements, in Assignee, its successors, assigns and legal representatives.

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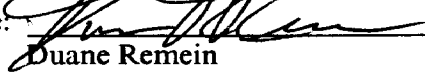
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1. The undersigned does hereby assign and transfer to Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to any and all inventions which are described in the application for United States Patent identified below and to any and all improvements thereto.
2. The undersigned does hereby assign and transfer to Assignee the entire right, title and interest to all applications (including provisional, divisional, continuations, substitutions, reissues, and extensions), which have been or shall be filed in the United States and all foreign countries and under the terms of any treaties or conventions (including the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, and the European Patent Convention) relating to said invention and any of said improvements; and in and to all rights of priority resulting from the filing of any such applications.
3. The undersigned agrees that Assignee may apply for and receive patents for said invention and improvements in its own name; and that, when requested, without charge to, but at the expense of, Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all provisional, divisional, continuations, substitutions, reissues, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to Assignee, its successors, assigns, and representatives, all facts known to undersigned relating to said inventions and improvements and the history thereof; and generally do everything possible which Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and improvements, and for vesting title to said invention and improvements, and all applications for patents and all patents on said invention and improvements, in Assignee, its successors, assigns and legal representatives.

4. The undersigned represents and warrants to Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

The Application for U.S. Patent entitled *Optical Network Termination Apparatus with Shared Components and Passive Optical Network System Comprising Same*

- has been executed by the undersigned on _____, ____.
- has been executed by the undersigned concurrently herewith.
- was filed on _____, _____, and assigned Serial No. _____.

IN WITNESS WHEREOF, the undersigned has duly executed this Assignment on the date indicated below:

Signature: _____ Date: _____
 Jonathan Huffman
 8104 Winstone Ct., Raleigh, NC 27615

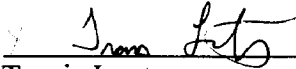
Signature: _____ Date: _____
 Ray Tyrrell
 3524 Eden Croft Dr., Raleigh, NC 27612

Signature: _____ Date: _____
 Hal Thorne
 824 Babock Ct, Raleigh, NC 27609

Signature: _____ Date: _____
 Dirk Corsus
 1308 Crossgar Ct., Raleigh, NC 27614

Signature: _____ Date: _____
 Duane Remein
 8012 Selfridge Ct., Raleigh, NC 27615

Signature: _____ Date: _____
 David Eckard
 117 Farr Ct., Garner, NC 27529

Signature:  _____ Date: X 11-10-2004
 Travis Lentz
 201 Inkster Cove, Raleigh, NC 27603