

01-19-2005

REC



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To the Director of the U.S. Patent and Trademark Office

Documents or the new address(es) below.

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

CHIANG YEH  
HARPAL MANN

Execution Date(s) December 30, 2004

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

**3. Nature of conveyance:**

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**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

**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)

01/01/2005 MBELETE1 00000038 11028347

04 FEB 2005

40.00 DP

Additional numbers attached? ☐ Yes ☒ No

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

Name: ALCATEL INTERNETWORKING, INC.

Internal Address: \_\_\_\_\_

Street Address: M/S LEGL 2

3400 WEST PLANO PARKWAY

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 02-3979

Authorized User Name MICHAEL B. BROOKS

**9. Signature:**

Signature

December 30, 2004

Date

MICHAEL B. BROOKS, Reg. No. 39,921

Name of Person Signing

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

5

Attorney Docket No.: 134157

**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.

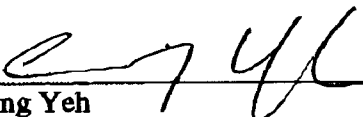
Attorney Docket No.: 134157

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 *ECHO CANCELLATION USING ADAPTIVE IIR AND FIR FILTERS*

- ☐ 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:   
Chiang Yeh  
516 Sierra Keys Drive, Sierra Madre, CA., 91024

Date: 12/29/2004

Signature: \_\_\_\_\_  
Harpal Mann

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Attorney Docket No.: 134157

**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.

Attorney Docket No.: 134157

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 *ECHO CANCELLATION USING ADAPTIVE IIR AND FIR FILTERS*

- ☐ 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: _____ Chiang Yeh 516 Sierra Keys Drive, Sierra Madre, CA., 91024	Date: _____
Signature: <u>Harpal Mann</u> Harpal Mann	Date: <u>12/30/04</u>
Signature: _____	Date: _____
Signature: _____	Date: _____