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U.S. DEPARTMENT OF COMMERCE  
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### PATENTS ONLY

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):**  
 Satoshi Niwa (01/20/2005) and Kazuo Ogoro (01/20/2005)

Execution Date(s): in parentheses after inventor name

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

**2. Name and address of receiving party(ies)**

Name: NEC Corporation

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

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7-1, Shiba 5-chome,  
Minato-ku,  
Tokyo 108-8001,  
Japan

City: \_\_\_\_\_

State: \_\_\_\_\_

Country: \_\_\_\_\_ Zip: \_\_\_\_\_

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)  
This application

B. Patent No.(s)  
\_\_\_\_\_

Additional numbers attached?  Yes  No

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

Name: Michael J. Scheer  
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**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 1002  
Expiration Date 02/28/06

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**  
Michael J. Scheer  
 Signature January 28, 2005  
 Date  
Michael J. Scheer - 34,425  
 Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4

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01 FC:8021 40.00 OP

**ASSIGNMENT BY INVENTORS**

**THIS ASSIGNMENT**, by Satoshi NIWA and Kazuo OGORO,  
(hereinafter referred to as "Assignors"), residing at Tokyo, Japan;

**WHEREAS**, Assignors have invented certain new and useful improvements in  
APPARATUS AND METHOD FOR ADJUSTING QUADRATURE MODULATOR, COMMUNICATION  
APPARATUS AND PROGRAM,

set forth in a patent application for Letters Patent of the United States, executed concurrently herewith; and

**WHEREAS**, NEC Corporation (hereinafter referred to as "Assignee"),  
having offices at 7-1, Shiba 5-chome, Minato-ku, Tokyo, Japan 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 of the United States 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, Assignors have sold,  
assigned, transferred and set over, and by these presents do sell, assign, transfer and set over,  
unto Assignee, its successors, legal representatives and assigns, the entire right, title and  
interest in and to the above-mentioned inventions and application for Letters Patent, and in and  
to any and all direct and indirect divisions, continuations and continuations-in-part of said  
application, and any and all Letters Patent in the United States and all foreign countries which  
may be granted therefor and thereon, and reissues, reexaminations and extensions of said  
Letters Patent, and all rights under the International Convention for the Protection of Industrial  
Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use  
and benefit of its successors, legal representatives and assigns, to the full end of the term or  
terms for which Letters Patent may be granted and/or extended, as fully and entirely as the  
same would have been held and enjoyed by Assignors, had this sale and assignment not been  
made.

**AND** for the same consideration, Assignors hereby represent and warrant to  
Assignee, its successors, legal representatives and assigns, that, at the time of execution and

delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that 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, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will 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 any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

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

**AND** Assignors hereby grant the following individuals 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: Edward A. Meilman, Reg. No. 24,735, Gary M. Hoffman, Reg. No. 26,411, Steven I. Weisburd, Reg. No. 27,409, Thomas J. D'Amico, Reg. No. 28,371, Donald A. Gregory, Reg. No. 28,954, Stephen A. Soffen, Reg. No. 31,063, James W. Brady, Jr., Reg. No. 32,115, Jon D.

Grossman, Reg. No. 32,699, Mark J. Thronson, Reg. No. 33,082, Michael J. Scheer, Reg. No. 34,425, and Eric Oliver, Reg. No. 35,307, of Dickstein Shapiro Morin & Oshinsky LLP.

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

**Assignors:**

Satoshi Niwa (印)   
 Satoshi NIWA

Date: January 20, 2005

Kazuo Oguro (印)   
 Kazuo OGORO

Date: January 20, 2005

\_\_\_\_\_

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

\_\_\_\_\_

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

**Witnesses:**

Yoshiyuki Arai   
 Steve Dworkin

Date: January 20, 2005

Date: January 20, 2005