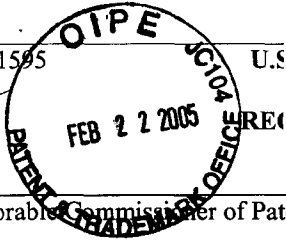


02-25-2005



102948465

Attorney's Docket No. 0049-0001CIP1

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document(s) or copy(ies) thereof.

1. Name of conveying party(ies):  
 Randy Reagan  
 Jeff Gniadek  
 Tom Parsons  
 Michael Noonan

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

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

Name: Fiber Optic Network Solutions Corporation

Address: 140 Locke Drive  
 Marlborough, Massachusetts 01752

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

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name

Execution Dates: February 17, and 18, 2005

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)  
 10/991,135

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: James K. Weixel

Address: HARRITY & SNYDER, L.L.P.  
 11240 Waples Mill Road  
 Suite 300  
 Fairfax, Virginia 22030

CUSTOMER NUMBER: 26615

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

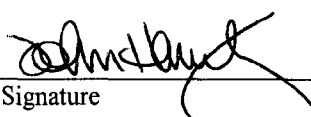
Enclosed

Authorization to be charged to deposit account, if necessary.

8. Deposit account number:  
 50-1070

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9. 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*

John E. Harrity Reg. No. 43,367  February 22, 2005  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:

02/25/2005 ECOOPER 00000155 10991135

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U.S. Patent and Trademark Office  
 220 20<sup>th</sup> Street S.  
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 Crystal Plaza Two, Lobby, Room 1B03  
 Arlington, Virginia 22202

Attorney's Docket No. 0049-0001CIP1

**ASSIGNMENT  
(Joint)  
Worldwide Rights**

THIS ASSIGNMENT, by Randy Reagan, Jeff Gniadek, Tom Parsons, and Michael Noonan, residing at Marlborough, Massachusetts; Northbridge, Massachusetts; Leominster, Massachusetts and Shrewsbury, Massachusetts (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in SYSTEMS AND METHODS FOR OPTICAL FIBER DISTRIBUTION AND MANAGEMENT set forth in an application for Letters Patent of the United States,

- (1)  which is a provisional application  
     (a)  filed herewith; or  
     (b)  bearing Application No. \_\_\_\_\_, and filed on \_\_\_\_\_; or
- (2)  which is a non-provisional application  
     (a)  having an oath or declaration executed on even date herewith prior to filing of application;  
     (b)  bearing Application No. 10/991,135, and filed on November 17, 2004; or  
     (c)  filed herewith; and

WHEREAS, Fiber Optic Network Solutions Corporation, a corporation duly organized under and pursuant to the laws of the Commonwealth of Massachusetts, and having its principal place of business at 140 Locke Drive, Marlborough, MA 01752 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including any previously or subsequently filed provisional applications, for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, be it known that for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, provisional applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the 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, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or

Joint Assignment  
Attorney's Docket No.: 0049-0001CIP1  
U.S. Application Serial No. 10/991,135

Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable. 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 Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

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

Randy Reagan  
Randy Reagan

Date: 2-17-2005

Jeff Gnyadok  
Jeff Gnyadok

Date: 2/17/05

Tom Parsons  
Tom Parsons

Date: 2/18/05

Michael Noonan  
Michael Noonan

Date: 2/18/05

Walter E. Novak  
Witness Signature

Walter E. Novak  
Witness Name

Walter E. Novak  
Witness Signature

Walter E. Novak  
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Witness Name