

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Execution Date
BellSouth Enterprises, Inc.	11/16/1994

RECEIVING PARTY DATA

Name:	Raynet Corporation
Street Address:	155 Constitution Dr.
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	4815805
Patent Number:	4902327
Patent Number:	4815817
Patent Number:	5080506
Patent Number:	4887880

CORRESPONDENCE DATA

Fax Number: (404)249-2821

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-249-2804

Email: linda.bryans@bellsouth.com

Correspondent Name: Linda Bryans

Address Line 1: 1155 Peachtree Street, N.E., Suite 700

Address Line 4: Atlanta, GEORGIA 30309-3610

NAME OF SUBMITTER:

Linda Bryans, Paralegal

Total Attachments: 18

PATENT

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AGREEMENT AND RELEASE

This Agreement and Release ("Agreement and Release") is made between BellSouth Corporation, a Georgia corporation, ("BellSouth") and BellSouth Enterprises, Inc., a Georgia corporation ("BSE") (together, BellSouth and BSE may be referred to herein as the "BellSouth Entities") on the one hand, and Raychem Corporation ("Raychem"), a Delaware corporation, Raynet Corporation ("Raynet"), a California corporation and Raynet International, Inc. ("RNI"), also a California corporation, on the other hand (together, Raychem, Raynet, and RNI may be referred to herein as the "Raychem Entities").

WHEREAS, the BellSouth Entities and the Raychem Entities are parties to certain agreements regarding (i) the development and commercialization of fiber optic based telephony, imaging, video, data, and voice distribution systems and (ii) BSE's entitlement to royalties based on certain revenues derived from such commercialization;

WHEREAS, in particular, BSE and the Raychem Entities are parties to a Technology Agreement dated as of June 24, 1993 (the "Technology Agreement"), and are also parties to a Software Purchase Agreement executed as of November 1, 1990 and two Software Purchase Agreements effective as of July 14, 1988 (together, the "Software Purchase Agreements"), and BSE is a third party beneficiary under (i) the July 14, 1988 Technology License Agreement between Raynet and RNI, (ii) the July 14, 1988

Technology License Agreement between Raychem and RNI and (iii) the July 1, 1987 Technology License and Assignment Agreement between Raychem and Raynet, as amended by the July 14, 1988 Amendment Agreement between Raychem and Raynet (together, the "Ancillary Agreements");

WHEREAS, under the Technology Agreement, BSE has a security interest and various other rights with respect to the Raynet Technology (as that term is defined in the Technology Agreement) and under the Ancillary Agreements BSE's consent is required for any assignment of such agreements;

WHEREAS, Raychem owns substantially all of the authorized shares of capital stock of Raynet;

WHEREAS, Raychem has entered into a Formation Agreement (the "Formation Agreement") dated as of October 10, 1994 and intends to enter into a Joint Venture Agreement (the "Joint Venture Agreement") in the form attached as Exhibit 1 to the Formation Agreement on the Closing Date (as defined in the Formation Agreement) with one or more affiliates of Telefonaktienbolaget LM Ericsson ("Ericsson") regarding the establishment of a joint venture which shall acquire substantially all of the assets and assume substantially all of the liabilities of Raynet business and thereafter develop, manufacture, market, and sell, on a worldwide basis, access products and systems based on the Raynet Technology (the "Joint Venture");

WHEREAS, the Formation Agreement provides that no liabilities or obligations under the agreements of the Raychem

Entities with the BellSouth Entities (other than the BellSouth Commercial Agreements as defined below) will be transferred to the Joint Venture;

WHEREAS, the Raychem Entities have determined that in connection with the establishment of the Joint Venture with Ericsson, it is prudent to amend the terms of their agreements with BellSouth on substantially the terms contained herein and in the Royalty Replacement Agreement entered into between the Raychem Entities and the BellSouth Entities effective October 10, 1994 (the "Royalty Replacement Agreement");

WHEREAS, BellSouth has determined that it is in its best interests to amend its agreements with the Raychem Entities on the terms and conditions set forth herein and in the Royalty Replacement Agreement; and

WHEREAS, the parties now desire to enter into a definitive agreement restating and superseding their respective rights and obligations arising out of, connected with, or incidental to the Technology Agreement, the Ancillary Agreements, the Software Purchase Agreements, and the Raynet Technology;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties agree as follows:

1. Raychem Agreements. In consideration of the agreement by BellSouth to provide the release described in Section 3 and to undertake the other obligations set forth in this agreement and in the Royalty Replacement Agreement, Raychem:

(a) shall pay to BellSouth the monetary consideration set forth in the Royalty Replacement Agreement on the terms and at the times set forth therein;

(b) shall grant to BellSouth the rights set forth in the Royalty Replacement Agreement on the terms and subject to the conditions set forth therein;

(c) shall provide written notice to BellSouth, promptly after learning that the Joint Venture proposes to admit an additional Partner or Partners, describing the price and terms of the proposed admission and identifying the officers of the Joint Venture who may be contacted by BellSouth regarding admission; and

(d) shall promptly provide to BellSouth, subject to the confidentiality provisions of Section 5 of this Agreement, copies of the materials and documents described in Sections 6.1, 6.2, and 7.2(a) of the Joint Venture Agreement that are provided to Raychem. All of such items shall be considered Proprietary Information under Section 5.

2. BellSouth Agreements. In consideration of the obligations undertaken by the Raychem Entities under this Agreement and Release and the Royalty Replacement Agreement, the BellSouth Entities:

(a) shall on the Closing Date fully and irrevocably release all Encumbrances (as that term is defined in the Formation Agreement) they may have against the Included Assets (as that term is defined in the Formation Agreement) including

all Encumbrances against the Raynet Technology and the Collateral (as that term is defined in the Technology Agreement);

(b) acknowledge and agree that, effective upon the Closing, they will have no claims for royalties or any other claims whatsoever against the Joint Venture or the Included Assets other than claims arising under the commercial agreements set forth on Exhibit A (the "BellSouth Commercial Agreements");

(c) agree to terminate, upon execution of this Agreement, the obligations of the Raychem Entities under the Technology Agreement, the Ancillary Agreements, and the Software Purchase Agreements on the terms set forth herein and in the Royalty Replacement Agreement;

(d) consent to the transfer of Raynet's assets to the Joint Venture and the other related actions contemplated by the Formation Agreement and the Joint Venture Agreement and to assignment of the Ancillary Agreements;

(e) consent to the assignment to the Joint Venture of the BellSouth Commercial Agreements;

(f) affirm their agreement not to assert that any of them have any right to prevent the Joint Venture or any Raychem Entity from making, having made, using, marketing, or selling products utilizing the Raynet Technology;

(g) upon execution of this Agreement shall deliver Form UCC-2 Financing Statements to be filed and recorded with the California Secretary of State on the Closing Date to terminate

all of BellSouth's security interests in the Collateral and the Raynet Technology; and

(h) upon execution of this Agreement shall deliver all documents necessary or appropriate to cause the termination of any filing with the United States Commissioner of Patents and Trademarks or the Register of Copyrights reflecting BellSouth's interest in Raynet Technology and the Collateral.

3. Release by BellSouth. Each of the BellSouth Entities, on behalf of itself, its past and present officers, directors, agents, employees, shareholders, successors, assigns, transferees, licensees, representatives, attorneys, insurers and sureties, and all subsidiary, parent, affiliated and predecessor companies, except with respect to (i) royalty obligations existing as of the date hereof, and (ii) the past or future obligations of the Raychem Releasees (as defined below) under (a) this Agreement, (b) the Royalty Replacement Agreement, and (c) the BellSouth Commercial Agreements (clauses (i) and (ii) together, the "BellSouth Excluded Matters"), hereby fully and forever releases the Raychem Entities, and their past and present officers, directors, agents, employees, shareholders, successors, assigns, transferees, representatives, attorneys, insurers and sureties, and all subsidiary, parent, affiliated and predecessor companies (including the Joint Venture), (collectively the "Raychem Releasees"), of and from any claim, demand, duty, obligation, liability, or cause of action of any kind whatsoever, whether presently known or unknown, suspected or unsuspected,

that the BellSouth Entities now have or ever have had against the Raychem Releasees, arising out of or related to the Technology Agreement, the Software Purchase Agreements, and the Ancillary Agreements.

4. Release by Raychem Entities. Each of the Raychem Entities on behalf of itself, its past and present officers, directors, agents, employees, shareholders, successors, assigns, transferees, licensees, representatives, attorneys, insurers and sureties, and all subsidiary, parent, affiliated and predecessor companies (including the Joint Venture), except with respect to the future obligations of the BellSouth Releasees (i) under this Agreement, (ii) under the Royalty Replacement Agreement, and (iii) under the BellSouth Commercial Agreements (clauses (i), (ii), and (iii) together, the "Raychem Excluded Matters"), hereby fully and forever releases BellSouth, and its past and present officers, directors, agents, employees, shareholder, successors, assigns, transferees, representatives, attorneys, insurers and sureties, and all subsidiary, parent, affiliated and predecessor companies, (collectively the "BellSouth Releasees"), of and from any claim, demand, duty, obligation, liability, or cause of action of any kind whatsoever, whether presently known or unknown, suspected or unsuspected, that the Raychem Entities now have or ever have had against the BellSouth Releasees arising out of or related to the Technology Agreement, the Software Purchase Agreements, and the Ancillary Agreements.

5. Confidentiality. BellSouth:

(a) shall protect and keep confidential any and all information provided to it under Section 1 of this Agreement (the "Proprietary Information"), and shall not use, disclose, or, except as permitted by this Section 5, allow any third party access to any such Proprietary Information; provided, however, that, in the case of each disclosure permitted by this Agreement, each third party to whom any such Proprietary Information is disclosed shall be required to execute a proprietary rights agreement or other agreement regarding confidentiality, substantially similar to that used by BellSouth to protect its own Proprietary Information, but which shall in any event delineate, among other things, their duty to maintain such Proprietary Information in confidence and not to use or disclose such Proprietary Information except as authorized hereunder, and which shall also include an obligation to hold confidential any Proprietary Information of third parties;

(b) shall use its reasonable best efforts to ensure that only employees and other third parties whose duties give them a need to know such particular Proprietary Information shall have access thereto; and

(c) shall not make more copies of Proprietary Information received by it than is necessary for its use under the terms hereof.

Notwithstanding the foregoing, Proprietary Information shall not include any information which lawfully is or becomes part of

public knowledge through no fault of BellSouth, which is received by BellSouth without restriction from a third party entitled to disclose the same, or which is independently developed by BellSouth or its affiliated companies. Upon a breach by BellSouth of its obligations under this Section 5, not cured within a reasonable period after notice, all original documents and materials and all copies thereof will be returned to Raychem at its request.

If BellSouth or any of its employees shall be under a legal obligation in any administrative or judicial circumstance involuntarily to disclose any Proprietary Information of Raychem, it shall give Raychem prompt notice thereof so that it may seek an appropriate protective order. If Raychem is finally unsuccessful in obtaining such protective order, and if BellSouth or any such employee would, in the opinion of its counsel, be held in contempt or suffer other censure or penalty for failure to disclose, disclosure pursuant to the order or decree of an administrative, governmental or judicial authority with jurisdiction over such party may be made by BellSouth or its employees without liability hereunder.

The parties hereto recognize and acknowledge that Proprietary Information may have competitive value and is of a confidential nature and that irreparable damage might result to Raychem or the Joint Venture if any such Proprietary Information is improperly disclosed by BellSouth to a third party. Accordingly, BellSouth hereto agrees that legal proceedings at

law or in equity may be appropriate in the event of breach hereto. The obligations of confidentiality and limitations of use, disclosure and access set forth herein shall survive the expiration or termination of this Agreement for a period of ten (10) years from the date of the expiration or termination of this Agreement.

6. Scope of Release. This Agreement and Release is intended to cover all existing or prior claims or possible claims (other than the BellSouth Excluded Matters and the Raychem Excluded Matters) by the BellSouth Entities against the Raychem Entities and by the Raychem Entities against the BellSouth Entities arising under the Technology Agreement, the Software Purchase Agreement and the Ancillary Agreements, whether the same are known, unknown, or hereafter discovered or ascertained, except as expressly excluded herein. Each party acknowledges that it is familiar with the provisions of Section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Each party expressly, knowingly and intentionally waives and relinquishes any and all rights which it has under the provisions of Section 1542, as well as any other similar statute or common law principle.

7. Effect of Release. Each party acknowledges that it knows and understand the contents of this Agreement and Release,

that it has executed it voluntarily and that it understands that after signing this Agreement and Release it cannot proceed against any person or entity mentioned in it with respect to or on account of the matters released hereby.

8. Miscellaneous.

(a) Public Announcements. Each party agrees, except as required by any law, regulation or court or governmental body of competent jurisdiction, to consult with the other parties as to the disclosure of the contents and terms of this Agreement to the public or to any third party.

(b) Entire Agreement. This Agreement and Release, together with the Royalty Replacement Agreement, constitutes the entire agreement between the parties hereto pertaining to its subject matter and supersedes all prior and contemporaneous agreements, representations, negotiations and understandings, and is the complete, full and final expression of the terms of the Agreement and Release. It is expressly understood and agreed that this Agreement and Release may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by writing duly executed by each party.

(c) Governing Law. This Agreement and Release shall be construed, interpreted and enforced in accordance with and governed by the laws of the State of California, without reference to conflicts of laws principles. The BellSouth Entities and the Raychem Entities hereby agree and consent to the jurisdiction and venue of the United States District Courts for

the Northern District of California and the Northern District of Georgia with respect to any legal action commenced by any such party which, in whole or in part, arises under or related to this Agreement.

(d) Waivers. The failure of any party to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement and to exercise any rights hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligations of any other party with respect to such future performance shall continue in full force and effect.

(e) Notices. Any notice or other communications required or permitted to be made or given to either party hereto pursuant to this Agreement shall be sufficiently made or given on the date of receipt if sent to such party by certified or registered first class mail, postage prepaid, addressed to it as follows:

If to BellSouth:

BellSouth Enterprises, Inc.
Suite 1700
1155 Peachtree Street, N.E.
Atlanta, Georgia 30309-3610
Attn: Mr. Mark Feidler

with copies to:

BellSouth Corporation
Legal Department, Suite 2000
1155 Peachtree Street, N.E.
Atlanta, Georgia 30309-3610
Attn: Mr. John F. Beasley, Esq.

Wilson, Sonsini, Goodrich & Rosati
650 Page Mill Road,
Palo Alto, California 94306
Attn: Arthur F. Schneiderman

If to Raychem, Raynet or RNI:

Raychem Corporation
300 Constitution Drive
Menlo Park, California 94025
Attn: General Counsel
M/S 120/8502

with copies to:

Raynet Corporation
155 Constitution Drive
Menlo Park, California 94025
Attn: President

Heller, Ehrman, White & McAuliffe
525 University Avenue, Suite 100
Palo Alto, California 94301-1918
Attn: Matthew P. Quilter

or to such other address as either party shall designate by written notice, similarly given to the other party.

(f) Successors and Assigns. This Agreement and Release, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the parties, their respective successors, successors-in-title, heirs and assigns, and each and every successor-in-interest by way of gift, purchase, foreclosure, or any other method, shall hold such interest subject to all of the terms and provisions of this Agreement.

(g) Counterparts. This Agreement and Release may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an

effective, binding Agreement and Release on the part of each of the undersigned.

(h) Attorneys' Fees. In the event of any dispute with respect to this Agreement and Release, the prevailing party shall be entitled to its reasonable attorneys' fees and other costs and expenses incurred in litigating, arbitrating or otherwise resolving or settling such dispute.

(i) Amendment; Waiver. This Agreement and Release may be amended or modified and any of the provisions hereof may be waived by the parties hereto; provided, however, that any waiver shall be in writing, signed by the affected party, and any amendment or modification shall be in writing, signed by the parties hereto.

(j) Further Assurances. Each party agrees to execute any additional documents and to take any further action as may be necessary to carry out the purposes and intent of this Agreement and Release.

(k) Advice of Counsel. Each party represents and warrants that in executing this Agreement and Release, the party has relied upon legal advice from the attorney of the party's choice; that the terms of this Agreement and Release have been read and its consequences have been explained by the attorney; that the party fully understands the terms of this Agreement and Release; and that such party has not sold, assigned, transferred, conveyed, or otherwise disposed of any claim alleged herein. Each party further represents that it has not relied upon any

representations or statements made by the other party hereto which are not specifically set forth in this Agreement and Release or in the Royalty Replacement Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and Release on the respective dates set forth below.

BELLSOUTH ENTERPRISES, INC.
a Georgia corporation

Dated: November 16, 1994

By: M. L. Luddy

BELLSOUTH CORPORATION,
a Georgia corporation

Dated: November 16, 1994

By: M. L. Luddy

RAYCHEM CORPORATION,
a Delaware corporation

Dated: _____

By: _____
Robert J. Vizas,
Vice President and
Chief Legal Officer

RAYNET CORPORATION,
a California corporation

Dated: _____

By: _____
Robert G. Kelsch,
President

representations or statements made by the other party hereto which are not specifically set forth in this Agreement and Release or in the Royalty Replacement Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and Release on the respective dates set forth below.

BELLSOUTH ENTERPRISES, INC.
a Georgia corporation

Dated: _____

By: _____


BELLSOUTH CORPORATION,
a Georgia corporation

Dated: _____

By: _____


RAYCHEM CORPORATION,
a Delaware corporation

Dated: November 14, 1994

By: 
Raymond J. Sims,
Senior Vice President and
Chief Financial Officer

RAYNET CORPORATION,
a California corporation

Dated: November 14, 1994

By: 
Robert G. Kelsch,
President

RAYNET INTERNATIONAL, INC.,
a California corporation

Dated: November 14, 1994

By:

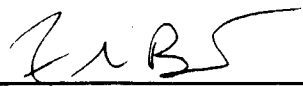

Fred A.M. Bauer,
Vice President

EXHIBIT A to AGREEMENT AND RELEASE

The BellSouth Commercial Agreements are:

1. Master Purchase Agreement No. PR-6805-A dated August 6, 1992;
2. RIDES Field Trial Agreement (PR-7252-0) dated November 2, 1993;
3. Development Agreement with BellSouth Enterprises, Inc. dated May 1, 1991; and
4. The license agreement contemplated by Section 3.2 of the Royalty Replacement Agreement.

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