

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT								
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT								
<b>CONVEYING PARTY DATA</b>									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Rodger Dalton</td> <td>11/30/2005</td> </tr> <tr> <td>Eugen H. Ruegg</td> <td>11/30/2005</td> </tr> <tr> <td>Jason Teeter</td> <td>11/30/2005</td> </tr> </tbody> </table>		Name	Execution Date	Rodger Dalton	11/30/2005	Eugen H. Ruegg	11/30/2005	Jason Teeter	11/30/2005
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Rodger Dalton	11/30/2005								
Eugen H. Ruegg	11/30/2005								
Jason Teeter	11/30/2005								
<b>RECEIVING PARTY DATA</b>									
<b>Name:</b>	Alcatel								
<b>Street Address:</b>	54, rue la Boetie								
<b>City:</b>	Paris								
<b>State/Country:</b>	FRANCE								
<b>Postal Code:</b>	75008								
<b>PROPERTY NUMBERS Total: 1</b>									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11292131</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11292131				
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<b>CORRESPONDENCE DATA</b>									
<b>Fax Number:</b>	(972)477-9328								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
<b>Phone:</b>	9725192295								
<b>Email:</b>	melanie.murdock@alcatel.com								
<b>Correspondent Name:</b>	Bobby Slaton								
<b>Address Line 1:</b>	3400 W. Plano Parkway								
<b>Address Line 2:</b>	M/S LEGL2								
<b>Address Line 4:</b>	Plano, TEXAS 75075								
<b>ATTORNEY DOCKET NUMBER:</b>	139438								
<b>NAME OF SUBMITTER:</b>	Bobby D. Slaton								

Total Attachments: 2  
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**500065541**

**PATENT  
 REEL: 016889 FRAME: 0591**

**CH \$40.00 11292131**



## 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 ADAPTIVE PREAMBLE ADJUSTMENT FOR BURST-MODE OPTICAL SYSTEMS

- 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: Rodger Dalton Date: 11/30/2005  
Rodger Dalton

1404 Waterwinds Court, Wake Forest, North Carolina 27587

Signature: Eugen H. Ruegg Date: 11-30-2005  
Eugen H. Ruegg

509 Whitehall Way, Cary, North Carolina 27511

Signature: Jason Teeter Date: 11-30-2005  
Jason Teeter

224 Middle Creek Park Avenue, Apex, North Carolina 27539