| . Fax:2149536503   | Dec 6 2005  | 18:20 P.02  |
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| ATTORNEY DOCKET: 064731.0264   |   | Sheet 1 of 1  |
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| FORM PTO 1595  |   | U.S. DEPARTMENT OF COMMERCE   |
| DATE DATE  | FORM COVER SHEET  | Patent and Trademark Office   |
| To the Honorable Commissioner of Patents and Trademark<br>1. Name and Address of Conveying Party(ies):   | <ol> <li>Please record the attached of 2. Name and Address of Address of</li></ol> | original documents or copy thereof.<br>f receiving Party(ies):                  |
| Fujitsu Network Communications, Inc.<br>2801 Telecom Parkway<br>Richardson, Texas 75082  | Name:<br>Internal Address:  | Fujitsu Limited   |
| Additional name(s) of conveying party(ies) attached?   | Street Address:   | 1-1, Kamikodanaka 4-chome   |
|  | City/State/Zip:   | Nakahara-ku<br>Kawasaki-shi, Kanagawa 211-3588                                  |
| . Nature of conveyance:  | Country::   | Japan   |
| X Assignment<br>Security Agreement Change of Name<br>Other<br>Xecution Date: November 16, 2005   | Additional name(s) &<br>Address(cs) attached?   |   |
| Application number(s) or patent number(s):<br>If this document is being filed together with a new application, the   | execution date of the applicat  | ion is: N/A   |
| A Patent Application No.(s):<br>10/116,891   | B. Patent No.(s):   |   |
|  | Additional Numb   | pers Yes X No   |
| Name and address of party to whom correspondence concerning document should be mailed to:  | 6. Total number of appli  | cation and patents involved: One  |
| Name: Barton E. Showalter  | 7. Total Fee (37C.F.R. 3.41): \$40.00   |   |
| Internal Address:       BAKER BOTTS L.L.P.         Street Address:       2001 Ross Avenue, Suite 600         City:       Dallas  | Enclosed<br>X Authorized to be charged to deposit account   |   |
| State: Texas Zip 75201-2980  | 8. Deposit Account Num  | nber: 02-0384   |
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| Barton E. Showalter  | L   | 12/6/05   |
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| 00229137   | REEL  | PATENT<br>: 017091 FRAME: 0648  |

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## ASSIGNMENT

#### PATENT ASSIGNMENT

WHEREAS, Fujitsu Network Communications, Inc. (hereafter "Assignor"), having an address of 2801 Telecom Parkway, Richardson, Texas 75082, is the owner of U.S. Patent Application Serial No. 10/116,891 and the inventions described and claimed therein (hereafter the "Patent Property"); and

WHEREAS, Fujitsu Limited (hereafter "Assignee"), having an address of 1-1 Kamikodanaka 4-Chome, Nakahara-Ku, Kawasaki-Shi Kanagawa 211-8588 JAPAN, desires to acquire all right, title and interest in and to the Patent Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all its right, title and interest in and to the Patent Property, as well as all provisionals, continuations, divisions, and continuations-in-part of said Patent Property, and all reissues and extensions thereof, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Patent Property may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Assignor also assigns to Assignce, all right, title and interest in and to the inventions disclosed in said Patent Property throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said Patent Property in its own name throughout the world, including all rights to publish cautionary notices reserving ownership of said inventions and all rights to register said Patent Property in appropriate registries; and Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee.

Assignor also assigns unto Assignee all claims for damages by reason of infringement prior to the assignment date of the Patent Property throughout the world, with the right to sue DAL01:878215.1 1

### PATENT REEL: 017091 FRAME: 0649

### ASSIGNMENT

for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor also will communicate to Assignee any facts known to it respecting any improvements; and, at the expense of Assignee, will testify in any legal proceedings, sign all lawful papers, execute all provisional, divisional, continuation, continuation-in-part, reissue and substitute applications, make lawful oaths and declarations, and generally do everything possible to vest title in Assignee and to aid Assignee to obtain and enforce proper protection for said Patent Property in all countries.

IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be executed on the dates and in the capacities shown below.

# FUJITSU NETWORK COMMUNICATIONS, INC.

By:

YozaburoTajima 🥢

Its: Executive Vice President Chief Administrative Officer and Secretary

Date: November 16, 2005

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**RECORDED: 12/06/2005** 

PATENT REEL: 017091 FRAME: 0650