

BUS 7832825445

11-09-2005



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R SHEET

Docket No. C0059

11-1-05

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy thereof.

1. Name of conveying party(ies):

Name: Kenneth D. Temple, Jr. Execution Date: 10/28/05

Name: David L. Dean, Jr. Execution Date: 10/28/05

Name: Jody L. Greenwood Execution Date: 10/28/05

Name: William S. Jackman Execution Date: 10/28/05

Name: Keith H. Lail Execution Date: 10/28/05

Name: Michael deJong Execution Date: 10/27/05

2. Name/address of receiving party:

Corning Cable Systems LLC

800 17th Street, NW

PO Box 489

Hickory, NC 28603

113010 U.S. PTO
11/264222



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3. Nature of conveyance:

Assignment Security Agreement Merger

Change of Name Other

Additional names and addresses attached?

Yes No

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: 10/31/05

A. Patent Application No.(s): Additional numbers attached? Yes No

B. Patent No.(s):

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

Michael E. Carroll, Jr.

Corning Cable Systems LLC

PO Box 489

Hickory, NC 28603

(828) 901-6725

6. Total number of applications and patents involved: 1

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

Enclosed Authorized to charge Deposit Acct.

8. Deposit account number: 19-2167

(Attach duplicate copy of this page if paying by deposit account)

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.

Michael E. Carroll, Jr.

Date: 10/31/05

Total number of pages including cover sheet, attachments, and documents: 5

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ASSIGNMENT

Of Patent Application for: **DISTRIBUTION FIBER OPTIC CABLES FOR FIBER TO THE SUBSCRIBER APPLICATIONS**

THIS ASSIGNMENT, made this 28th day of October, 2005 by:

Kenneth D. Temple, Jr.
3000 Sandy Ford Road
Newton, NC 28658

David L. Dean, Jr.
2520 17th Street NE
Hickory, NC 28601

Jody L. Greenwood
6167 Dwayne Starnes Road
Hickory, NC 28602

William S. Jackman
768 4th Street Drive NW
Hickory, NC 28601

Keith H. Lail
8127 Erwin Drive
Connelly Springs, NC 28612

Michael deJong
5104 Broken Bow Drive
Ft. Worth, TX 76137

WHEREAS, the said assignors have invented certain new and useful improvements in **DISTRIBUTION FIBER OPTIC CABLES FOR FIBER TO THE SUBSCRIBER APPLICATIONS** set forth in an application for Letters Patent of the United States, executed on even date herewith; and,

WHEREAS, Corning Cable Systems LLC, a limited liability company duly organized under and pursuant to the laws of the State of North Carolina and having its principal place of business at 800 17th Street, N.W., Hickory, N. C. 28601, (hereinafter referred to as the assignee) 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 or Patents, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, the said 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, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or 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 said assignee, for its own use and behoof and the use and behoof 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 said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and the application for Letters Patent above mentioned, and that the same are unencumbered and that the said 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 said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that the said assignors will, whenever counsel of the said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent, 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 for said inventions, without charge to the said assignee, its successors, legal representatives and assigns, but at the cost and expense of the said assignee, its successors, legal representatives and assigns.

AND the said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to the said assignee, as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said assignee, its successors, legal representatives and assigns.

Kenneth D. Temple, Jr.

Date: 10-28-05

Kenneth D. Temple, Jr.

Jody L. Greenwood

Date: 10-28-05

Keith H. Lail

Keith H. Lail

Date: 10/28/05

David L. Dean, Jr.

David L. Dean, Jr.

Date: 10-28-05

William S. Jackman

William S. Jackman

Date: 10/28/2005

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

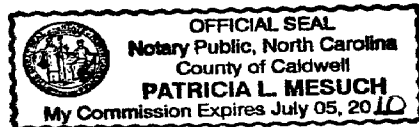
On this 28th day of October, 2005, personally before me came Kenneth D. Temple, Jr., David L. Dean, Jr., Jody L. Greenwood, William S. Jackman and Keith H. Lail, known to me, and known to me to be the persons described in and who signed the foregoing Assignment and being duly sworn, acknowledged that they executed the same.

Patricia L. Mesuch

Notary Public

(Notary Seal)

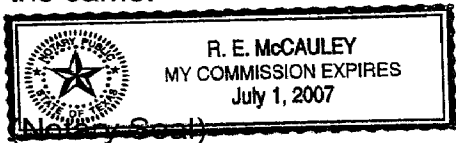
My commission expires 7/5/2010



Michael deJong
Michael deJong
Date: 10/27/2005

STATE OF TEXAS
COUNTY OF Tarrant

On this 27 day of October, 2005 personally before me came Michael deJong, known to me, and known to me to be the person described in and who signed the foregoing Assignment and being duly sworn, acknowledged that he executed the same.



R. E. McCauley
Notary Public

My commission expires 7-1-07