

12-30-2005



103147692

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

ET

Attorney Docket No.: 64416-3000

To the Assistant Commissioner for Patents: Please record the attached original documents or copy thereof. ATTN:	BOX ASSIGNMENT
1. Name of conveying party(ies): 12-23-05	2. Name and address of receiving party(ies):
Alcatel S.A.	Name:. JVCo, TAM Holdings Limited
Additional name(s) of conveying party(ies) attached? Yes $\underline{X}$ No	Internal Address:
3. Nature of conveyance: X Assignment Merger Security Agreement Change of Name	Street Address: Room 1502, 15/F., Tower 6, China Hong Kong City 33 Canton Road, Tsim Sha Tsui Kowloom, Hong Kong
Other  Execution Date: August 31, 2004	Additional name(s) & address(es) attached?  Yes X No
4. Application number(s) or patent number(s): see attached list	
If this document is being filed together with a new application the exe	ecution date of the application is:
A. Patent Application No.(s):  B. Patent No.(s)  Additional numbers attached: X Yes No	
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 75
Name: Robert J. Gaybrick Internal Address: Customer No. 09629 Morgan, Lewis & Bockius LLP	7. Total fee (37 C.F.R §3.41):\$3000.00  ☐ Enclosed ☐ Authorized to be charged to deposit account 50-0310
Street Address: 1111 Pennsylvania Avenue, N.W. City: Washington State: D.C. Zip: 20004	☑. Deposit account number: 50-0310 Attach duplicate of page if paying by deposit account
9. Statement and Signature	
To the best of my knowledge and belief, the foregoing information original document.  Mary Jane Boswell	December 23, 2005
Name of Person Signing Signatur	re Date
	aber of pages including cover sheet, attachments and documents: 6
01 FC:8021 3000.00 9A	

# RECORDATION FORM COVER SHEET PATENTS ONLY

Attorney Docket No.: 64416-3000

<u>Item #4</u> Application number(s) or patent number(s):

	Patent No.	Application No.		Patent No.	Application No.
1.	5563494		39.		099138
2.	5642071		40.		099695
3.	5953414		41.	6680628	
4.	6529493		42.	6603350	
5.	6421533		43.		099417
6.	6066990		44.		099417
7.	5980310		45.	6692263	
8.	6236252		46.	6388428	
9.	6278885		47.		098971
10.	6389297		48.	6513201	
11.	6564072		49.	6525278	
12.	6178324		50.		099865
13.	6028888		51.		101428
14.	6504932		52.	6563715	
15.	6259934		53.		101000
16.	6583714		54.		100666
17.	6246763		55.		101428
18.	6161000		56.		101792
19.	6323795		57.		104955
20.	6210201		58.		104826
21.	6341228		59.		102414
22.	6381451		60.		103141
23.	6667748		61.	6934559	
24.	6735425		62.	6764626	
25.	6190208		63.		103080
26.	6224412		64.		102185
27.	6114831		65.		104691
28.	6600910		66.	6919709	
29.	6704585		67.	6712628	
30.	6498312		68.	6791406	
31.	6796849		69.		104298
32.	6299041		70.		104381
33.	6707860		71.		106107
34.	6660421		72.		106107
35.	6634888		73.		106540
36.		10491571	74.		108084
37.		10442059	75.		110079
37. 38.		10442059	75. 76.		<u> </u>

1-WA/1599389.1

PATENT REEL: 017353 FRAME: 0677

### PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") is made as of August 31, 2004 by Alcatel S.A., a French société anonyme organized and existing under the laws of France, having its registered office 54 rue La Boétie, 75008 Paris, France ("Assignor"), to JVCo, TAM Holdings Limited, a company established in Hong Kong and having its registered office at Room 1502, 15/F., Tower 6, China Hong Kong City, 33 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong ("Assignee").

## RECITALS

- A. Assignor and Assignee have entered into an Pre-Closing Intellectual Property Assignment & License Agreement dated as of August 31, 2004 (the "Pre-Closing IP Agreement").
- B. Assignor owns the patents and patent applications as set forth on Schedule A hereto (the "Patents").
- C. Pursuant to the Pre-Closing IP Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in the Patents.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Pre-Closing IP Agreement and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Pre-Closing IP Agreement, Assignor agrees as follows:

- 1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Patents (and regarding Patents that are patent applications, any patents that may issue therefrom), including any foreign counterparts, divisions, continuations or reissues thereof, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, including all proceeds of the foregoing and any future claims of Assignor against third parties for past, present or future infringement of the Patents.
- 2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

Doc #:HK1:146899.3

PATENT REEL: 017353 FRAME: 0678

á.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written.

Alcatel

Name: Lawren ( SCH EDE,

Title: Drozen

duly autho

Doc #:HK1:146899.3

PATENT REEL: 017353 FRAME: 0679

			10.1/1/1//
STATE OF	)	ss:	
COUNTY OF	)	33.	
		1/	Maria L

On this 31st day of August, 2004, before me personally came Laurent Schedeich , to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he is the authorized proxy of Alcatel S.A.; he signed the instrument in the name of Alcatel S.A.; and he had the authority to sign the instrument on behalf of Alcatel S.A.

Au Yeung Pui King, Eliza Solicitor, HKSAR

Dog #:HK1:146899.3

# SCHEDULE A ASSIGNED PATENTS

	Patent No.	Application No.		Patent No.	Application No.
1.	5563494		39.		09913
2.	5642071		40.		09969
3.	5953414		41.	6680628	
4.	6529493		42.	6603350	
5.	6421533		43.		09941
6.	6066990		44.		09941
7.	5980310		45.	6692263	
8.	6236252		46.	6388428	
9.	6278885		47.		09897
10.	6389297		48.	6513201	
11.	6564072		49.	6525278	
12.	6178324		50.		09986
13.	6028888		51.		10142
14.	6504932		52.	6563715	
15.	6259934		53.		10100
16.	6583714		54.		10066
17.	6246763		55.		10142
18.	6161000		56.		10179
19.	6323795		57.		10495
20.	6210201		58.		10482
21.	6341228		59.		10241
22.	6381451		60.		10314
23.	6667748		61.	6934559	
24.	6735425		62.	6764626	
25.	6190208		63.		10308
26.	6224412		64.		10218
27.	6114831		65.		10469
28.	6600910		66.	6919709	
29.	6704585		67.	6712628	
30.	6498312		68.	6791406	
31.	6796849		69.		10429
32.	6299041		70.		10438
33.	6707860		71.		10610
34.	6660421		72.		10610
35.	6634888		73.		10654
36.		10491571	74.		10808
37.		10442059	75.		11007
38.		10887883	76.		

PATENT
RECORDED: 12/23/2005 REEL: 017353 FRAME: 0681