

1/9/06



103159555

Attorney's Docket No. 03-4062

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document(s) or copy(ies) thereof.

1. Name of conveying party(ies):  
 1) Gregory Troxel  
 2) David Spencer Pearson  
 3) Brig Barnum Elliott

Additional name(s) of conveying party(ies) attached?  
 Yes  No

2. Name and address of receiving party(ies):

Name: BBNT Solutions LLC.

Address: 10 Moulton Street  
 Cambridge, MA 02138

Additional name(s) & address(es) attached?  
 Yes  
 No

113261 U.S. PTO  
 11/327471  
 010906

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name

Other:

Execution Date: 1) January 5, 2006 2) January 2, 2006  
 and 3) December 28, 2005

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: January 5, 2006; January 2, 2006 and December 28, 2005

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: John E. Harrity

Address: HARRITY SNYDER, L.L.P.  
 11350 Random Hills Road  
 Suite 600  
 Fairfax, Virginia 22030

CUSTOMER NUMBER: 26615

6. Total number of applications and patents involved: 1

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

Enclosed

Authorization to be charged to deposit account, if necessary.

8. Deposit account number:  
 50-1070

DO NOT USE THIS SPACE

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*

John E. Harrity  
 Name of Person Signing

Reg. No. 43,367

Signature

01/13/2006 LMUELLER 00000074 11327471

01 FC:8021

January 9, 2006  
 Date

Total number of pages including cover sheet, attachments, and document: 7

**ASSIGNMENT  
(Joint)  
Worldwide Rights**

THIS ASSIGNMENT, by Gregory Troxel, David Spencer Pearson, and Brig Barnum Elliott, residing at P.O. Box 225, Stow, MA 01775, Shadowbrook Farm, 1601 Monument Ave., Bennington, VT 05201 and 25 Wollaston Ave., Arlington, MA 02476 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in PEDIGREES FOR QUANTUM CRYPTOGRAPHY set forth in an application for Letters Patent of the United States,

- (1)  which is a provisional application  
(a)  filed herewith; or  
(b)  bearing Application No. \_\_\_\_\_, and filed on \_\_\_\_\_; or
- (2)  which is a non-provisional application  
(a)  having an oath or declaration executed on even date herewith prior to filing of application;  
(b)  bearing Application No. \_\_\_\_\_, and filed on \_\_\_\_\_; or  
(c)  filed herewith; and

WHEREAS, BBNT Solutions LLC., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 10 Moulton Street, Cambridge, MA 02138 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including any previously or subsequently filed provisional applications, for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, be it known that for good and sufficient consideration, the receipt of which is hereby acknowledged, the 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, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, provisional applications, divisions, continuations, and continuations-in-part of said applications, and reissues and 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 Assignee, for its own use and behalf and the use and behalf 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 Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND, the Assignors further agree, without any further payment or compensation by said ASSIGNEE or its successors and assigns, upon request of the ASSIGNEE, to communicate to said ASSIGNEE, its representatives or agents or its successors and assigns, any facts relating to said invention or inventions including evidence for interference purposes or for other legal proceedings; to testify in any interference or other legal

effective; and to generally do everything reasonable to aid said ASSIGNEE, its successors or assigns and nominees to secure, obtain and enforce patent protection for said invention or invent in this or any foreign country.

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Gregory Troxel  
Gregory Troxel

Date: 1/5/2006

Catherine E. Irwin  
Witness Signature

Catherine E. Irwin  
Witness Name

David Spencer Pearson

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

Brig Barnum Elliott

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

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proceedings; to execute and deliver, on request, all lawful papers required to make any of the foregoing provisions  
Attorney's Docket No. 03-4062

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to secure, obtain and enforce patent protection for said invention or invent in this or any foreign country.

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Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the  
sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

\_\_\_\_\_  
Gregory Troxel

\_\_\_\_\_  
Witness Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Name

David S. Pearson  
David Spencer Pearson

Susan E. Beal  
Witness Signature

Date: 1/2/2006

Susan E. Beal  
Witness Name

\_\_\_\_\_  
Brig Barnum Elliott

\_\_\_\_\_  
Witness Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_  
Gregory Troxel

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
David Spencer Pearson

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

  
\_\_\_\_\_  
Brig Barnum Elliott

Date: 28 Dec 05

  
\_\_\_\_\_  
Witness Signature

JERRY BURCHFIEL  
\_\_\_\_\_  
Witness Name