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U.S. DEPARTMENT OF COMMERCE
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6-6-06

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Stephen M. Webb (5/26/2006) and Richard Oberland (5/26/2006)

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

2. Name and address of receiving party(ies)

Name: Azea Networks Limited

Internal Address: _____

Street Address: _____

Bates House, Church Road,
Harold Wood, Romford
Essex, RM3 0SD
United Kingdom

City: _____

State: _____

Country: _____ Zip: _____

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s): in parentheses after inventor name _____

Assignment Merger Change of Name

Security Agreement Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other _____

4. Application or patent number(s):

A. Patent Application No.(s)

10/545,666

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Mark J. Thronson
DICKSTEIN SHAPIRO LLP

Internal Address: Atty. Dkt.: E8280.0047/P047

Street Address: 2101 L Street NW

City: Washington

State: DC Zip: 20037-1526

Phone Number: (202) 775-4742

Fax Number: (202) 887-0689

Email Address: ThronsonM@DSMO.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

Authorized to be charged by credit card

Authorized to be charged to deposit account

Enclosed

None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 1002

Expiration Date 01/07

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

June 6, 2006

Date

Mark J. Thronson - 33,082

Name of Person Signing

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

6

06/09/2006 LLANDGRA 00000068 10545666

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ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, by Stephen M. Webb and Richard Oberland (hereinafter referred to as Assignors), residing at 1 Silver Birch Avenue, Culverstone Green, Near Meopham, KENT, DA13 0TP, UNITED KINGDOM; and 19 Crockham Way, Eltham, London SE9 3HD, UNITED KINGDOM, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in MODULATOR CONTROL SYSTEM, set forth in a Patent application for Letters Patent of the United States, already filed on August 15, 2005 as U.S. Application No. 10/545,666; and

WHEREAS, Azea Networks Limited, organized under and pursuant to the laws of United Kingdom, having a place of business at Bates House, Church Road, Harold Wood, Romford, ESSEX, RM3 0SD, UNITED KINGDOM (hereinafter referred to as 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 of the United States to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property

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including all rights of priority, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that 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, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will 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 any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any

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reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

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

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP

All practitioners at Customer Number 24998

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Received at: 23h 01m, 24/5/2006

26 MAY 2006

Witness:

26 MAY 2006

Date

26 MAY 2006

Date

S. M. Webb

Stephen M. Webb

DG. POWELL

D Powell

ALISTAIR HILL

A Hill

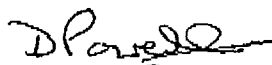
Received at: 23h 01m, 24/5/2006

26 MAY 2006



Richard Oberland

Witness:



DG. POWELL

26 MAY 2006

Date

AUSTAIR HILL

26 MAY 2006

Date



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