

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Marconi Intellectual Property (Ringfence) Inc.	02/20/2004
RECEIVING PARTY DATA	
Name:	Advanced Fibre Access Corporation
Street Address:	1465 North McDowell Blvd.
City:	Petaluma
State/Country:	CALIFORNIA
Postal Code:	94954
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7035504
CORRESPONDENCE DATA	
Fax Number:	(214)661-4559
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214.953.6559
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Correspondent Name:	Glenda J. Orrantia
Address Line 1:	2001 Ross Avenue, 6th Floor
Address Line 2:	Baker Botts L.L.P.
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ATTORNEY DOCKET NUMBER:	069116.0197
NAME OF SUBMITTER:	Glenda J. Orrantia

CH \$40.00 7035504

Total Attachments: 4
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Patent Assignment"), effective as of this 20th day of February, 2004, is made by and between Marconi Intellectual Property (Ringfence) Inc., a Delaware corporation with a place of business located at c/o Marconi Communications, Inc., 3000 Marconi Drive, Warrendale, PA 15086 ("Assignor"), and Advanced Fibre Access Corporation, a Delaware corporation with a principal place of business located at 1465 North McDowell Blvd., Petaluma, CA 94954 ("Assignee").

RECITALS

WHEREAS, Marconi Communications, Inc., a Delaware corporation ("Seller"), Assignor, a wholly-owned subsidiary of Seller, Marconi Corporation plc, a public limited liability company incorporated in England and Wales (registered no. 0067307) and Advanced Fibre Communications, Inc., a Delaware corporation and parent-entity of the Assignee ("AFC"), have entered into that certain Asset Purchase and Sale Agreement dated as of January 5, 2004, as amended (the "Asset Purchase Agreement"), pursuant to which the AFC is acquiring certain assets of Seller and Assignor;

WHEREAS, Assignor is the owner by assignment of all right, title and interest in and to the patents and pending patent applications listed on Schedule A and Schedule B attached hereto (collectively, the "Assigned Patents");

WHEREAS, pursuant to Section 13.6 of the Asset Purchase Agreement, AFC has assigned to the Assignee all of its rights and interests in and under the Asset Purchase Agreement and delegated all of its obligations under the Asset Purchase Agreement to the Assignee, and the Assignee has accepted such assignment and delegation; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee desires to acquire the Assigned Patents from Assignor, and Assignor is willing to assign the Assigned Patents to Assignee in accordance with this Patent Assignment.

NOW, THEREFORE, in consideration for Assignee's performance under the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree that Assignor, acting through its legal representatives, shall and does hereby assign, sell and transfer to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in, to and under the Assigned Patents (including all patent disclosures and prosecution histories in the Assignor's possession pertaining to the Assigned Patents, if any), and all reissues, divisions, continuations, continuations-in-part and extensions thereof, and all letters patent of the United States granted thereon and all reissues, divisions, continuations, continuations-in-part and extensions thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), and all applications for letters patent filed of or for said Assigned Patents, including all reissues, divisions, continuations, continuations-in-part and extensions thereof, in any country or countries foreign to the United States, and all letters patent granted for said Assigned Patents, including all reissues, divisions, continuations, continuations-in-part and extensions thereof, in any country or countries foreign to the United States, and

hereby authorize and request the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to record Assignee as the owner of all such Assigned Patents (including foreign patents and patent applications) and issue all letters patent for said Assigned Patents (including foreign patent grants) to the said Assignee, as assignee of the Assigned Patents, for the sole use of Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Patent Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be duly executed this 20th day of February, 2004.

**ADVANCED FIBRE
ACCESS CORPORATION**

By: _____

Name: John A. Schofield

Title: President and Chief Executive Officer

**MARCONI INTELLECTUAL
PROPERTY (RINGFENCE) INC.**

By: _____

Name: Patricia A. Hoffman

Title: Director, President and Secretary

STATE OF _____

COUNTY OF _____

On this ___ day of February, 2004, before me Patricia A. Hoffman personally appeared and was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this written instrument on behalf of Marconi Intellectual Property (Ringfence) Inc. and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the entity upon behalf of which she acted executed the agreement.
Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be duly executed this 20th day of February, 2004.

ADVANCED FIBRE
ACCESS CORPORATION

By: _____
Name: John A. Schofield
Title: President and Chief Executive Officer

MARCONI INTELLECTUAL
PROPERTY (RINGFENCE) INC.

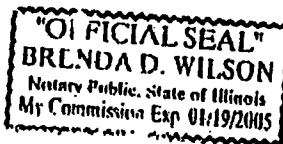
By: Patricia A. Hoffman
Name: Patricia A. Hoffman
Title: Director, President and Secretary

STATE OF ILLINOIS
COUNTY OF COOK

On this 17th day of February, 2004, before me Patricia A. Hoffman personally appeared and was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this written instrument on behalf of Marconi Intellectual Property (Ringfence) Inc. and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the entity upon behalf of which she acted executed the agreement.
Witness my hand and official seal.

Brenda D. Wilson
NOTARY PUBLIC

My Commission Expires: 01/19/2005



[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]