PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|---------------|----------------|
| Kishan Shenoi | 09/20/2006 |

RECEIVING PARTY DATA

| Name: | Symmetricom, Inc. | |
|-----------------|----------------------|--|
| Street Address: | 2300 Orchard Parkway | |
| City: | San Jose | |
| State/Country: | CALIFORNIA | |
| Postal Code: | 95131-1017 | |

PROPERTY NUMBERS Total: 1

| Property Type | Number | |
|---------------------|----------|--|
| Application Number: | 11451652 | |

CORRESPONDENCE DATA

(928) 266-0474 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 928-226-1073 Email: john@bruckner.net Correspondent Name: John J Bruckner Address Line 1: PO Box 490

Address Line 4: Flagstaff, ARIZONA 86002-0490

ATTORNEY DOCKET NUMBER: SYMM1690-1

John J Bruckner

Total Attachments: 2

NAME OF SUBMITTER:

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> **PATENT REEL: 018441 FRAME: 0413**

ASSIGNMENT

This Assignment is made by Kishan Shenoi (hereinafter referred to as "Assignor").

WHEREAS, Assignor has invented a new and useful invention entitled **Adaptive** play-out buffers and clock operation in packet networks ("INVENTION"), for which an application for United States Patent is(was) filed on June 12, 2006, bearing an application number of 11/451,652; and

WHEREAS, the parties desire to have a recordable instrument assigning the entire right, title and interest in and to said Invention, said application and any related conversion, divisional, continuation, continuation-in-part, re-examination, reissue or other application(s) that may be filed for said Invention ("Applications"), and any patent(s), invention registration(s) or other form(s) of protection ("Patents") that may be granted on said Invention in the United States and throughout the world;

NOW, THEREFORE, in accordance with obligation(s) to assign the Invention and/or for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Assignor hereby sells, assigns, and transfers to Symmetricom, Inc. having a principal place of business at 2300 Orchard Parkway, San Jose, California 95131-1017 (hereinafter referred to as "Assignee"), the entire right, title, and interest in and to said Invention, any Applications that may be filed for said Invention and any Patents that may be granted on said Invention in the United States and throughout the world, including the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, they will do all lawful acts, including providing information, executing papers and giving testimony, that may be necessary or desirable for protecting said Invention, for filing and prosecuting any Applications for said Invention and for obtaining, issuing, maintaining, sustaining, reissuing and/or or enforcing any Patents on said Invention in the United States and throughout the world, and for perfecting, recording and maintaining the title of Assignee to said Invention, any Applications for said Invention and any Patents on said Invention in the United States and throughout the world.

Assignor represents and warrants that they have not granted to others and will not grant to others any assignment, grant, mortgage, license or rights that affect, are

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inconsistent with, or are in conflict with the rights granted herein, and that the full right to convey the rights granted herein is possessed by the Assignor.

Assignor authorizes and requests the issuing official(s) of the United States Patent and Trademark Office and the corresponding official(s) of all foreign domains to issue any Patents on said Invention, whether on said application or on any related divisional, continuation, continuation-in-part, re-examination, reissue or other application(s), to the Assignee. (Assignee's agents are authorized to fill-in blanks and/or make corrections to this Assignment.)

TO BE BINDING on the heirs, assigns, representatives and successors of the Assignor and to inure to the benefit of the successors, assigns and nominees of the Assignee.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date provided below.

| Name | of | Sole | Inventor: |
|-------|----------|------|-----------|
| HUILL | \sim 1 | | HIVETICI. |

Signature:

Date:

STATE OF

BEFORE ME, the undersigned authority, on this personally appeared Shene I, known to me (or proved to me on the basis of satisfactory evidence) to be the person(e) whose name(s) re subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/theirauthorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the same of his/her/their own free will for the purposes and consideration therein expressed.

WITNESS my hand and official seal.

RECORDED: 10/26/2006

ANE ELAINE WILLIAMSON

[SEAL]

Notary or Consular Officer

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