

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT								
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT								
<b>CONVEYING PARTY DATA</b>									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Huafeng Lin</td> <td>12/01/2006</td> </tr> <tr> <td>Jun Zhao</td> <td>12/01/2006</td> </tr> <tr> <td>Wei Huang</td> <td>12/01/2006</td> </tr> </tbody> </table>		Name	Execution Date	Huafeng Lin	12/01/2006	Jun Zhao	12/01/2006	Wei Huang	12/01/2006
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Huafeng Lin	12/01/2006								
Jun Zhao	12/01/2006								
Wei Huang	12/01/2006								
<b>RECEIVING PARTY DATA</b>									
<b>Name:</b>	Huawei Technologies Co., Ltd.								
<b>Street Address:</b>	Huawei Administration Building								
<b>Internal Address:</b>	Bantian, Longgang District								
<b>City:</b>	Shenzhen, Guangdong Province								
<b>State/Country:</b>	CHINA								
<b>Postal Code:</b>	518129								
<b>PROPERTY NUMBERS Total: 1</b>									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11612611</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11612611				
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<b>CORRESPONDENCE DATA</b>									
<b>Fax Number:</b>	(972)731-2289								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
<b>Phone:</b>	972-731-2288								
<b>Email:</b>	dallaspatents@dfw.conleyrose.com								
<b>Correspondent Name:</b>	Grant Rodolph								
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<b>Address Line 2:</b>	Conley Rose, P.C.								
<b>Address Line 4:</b>	Plano, TEXAS 75024								
<b>ATTORNEY DOCKET NUMBER:</b>	4202-00900								
<b>NAME OF SUBMITTER:</b>	Grant Rodolph								

**CH \$40.00 11612611**

Total Attachments: 4

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**ASSIGNMENT**

WHEREAS, the Undersigned has invented certain new and useful improvements described in a United States patent application having been executed on the date set forth below; and

WHEREAS, Huawei Technologies Co., Ltd. (hereinafter referred to as "Assignee"), a corporation organized and existing under the laws of the Peoples' Republic of China, Assignee, having its principal office and place of business at Huawei Administration Building, Bantian, Longgang District, Shenzhen, Guangdong Province 518129, People's Republic of China, desires to acquire the Undersigned's entire right, title and interest in and to the invention, and in and to said application and any Letters Patent that may issue thereon;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the Undersigned:

Hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are described in a United States patent application disclosing said invention, Application No. 11/612,611, filed December 19, 2006, or, if not identified here by filing date and application number, executed by me on even date, entitled:

METHOD FOR MONITORING UPSTREAM BURST PERFORMANCE  
IN A POINT TO MULTI-POINT ACCESS NETWORK

and in and to said application and all applications that claim priority to said Application No. 11/612,611 and all non-provisional, divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all utility models, industrial models, certificates of invention, and designs on said improvements;

Agrees that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the Undersigned will execute all divisional, continuing, substitute, renewal, reissue and all other patent applications, and all other like rights of exclusion in any country on any and all said improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known to the Undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns and representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Agrees that the Undersigned will upon request of Assignee, render prompt assistance and cooperation in the prosecution of legal proceedings involving said improvements, said applications and patents granted thereon, including reexaminations, reissues, interferences, priority contests, public use proceedings and court proceedings, and testify in such proceedings if requested, provided, however, that the expense which may be incurred by the Undersigned in lending such assistance and cooperation be paid by Assignee; and

Covenants with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the Undersigned, except as set forth below, and that full right to convey the same as herein expressed is possessed by the Undersigned.

This assignment shall be binding on the heirs and legal representatives of the Undersigned.

Full name of first inventor:                   Huafeng Lin  
Residence Address:                           Bantian, Longgang District  
  Shenzhen P.R. China 51829  
Citizenship:                                    China

Huafeng Lin  
Huafeng Lin

2006.12.1  
(Date)

Bo Liang  
Witness Signature

Bo Liang  
Witness Name (Print)

Attorney Docket No. 4202-00900

Full name of second inventor: Jun Zhao  
Residence Address: Bantian, Longgang District  
Shenzhen P.R. China 51829  
Citizenship: China

Jun Zhao  
Jun Zhao

2006.12.01  
(Date)

Jun Zhao  
Witness Signature

Jun Zhao  
Witness Name (Print)

Full name of third inventor: Wei Huang  
Residence Address: Bantian, Longgang District  
Shenzhen P.R. China 51829  
Citizenship: China

Wei Huang

(Date)

Wei Huang  
Witness Signature

Wei Huang  
Witness Name (Print)

Full name of second inventor: Jun Zhao  
Residence Address: Bantian, Longgang District  
Shenzhen P.R. China 51829  
Citizenship: China

\_\_\_\_\_  
Jun Zhao (Date)

\_\_\_\_\_  
Witness Signature Witness Name (Print)

Full name of third inventor: Wei Huang  
Residence Address: Bantian, Longgang District  
Shenzhen P.R. China 51829  
Citizenship: China

Wei Huang  
Wei Huang 2006.12.01  
(Date)

Zhiming Fu  
Witness Signature Zhiming Fu  
Witness Name (Print)