

PATENT ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| NEC America, Inc. | 02/12/2003 |
| RECEIVING PARTY DATA | |
| Name: | NEC eLuminant Technologies, Inc. |
| Street Address: | 14700 Avion Pkwy |
| Internal Address: | Suite 200 |
| City: | Chantilly |
| State/Country: | VIRGINIA |
| Postal Code: | 20151 |
| PROPERTY NUMBERS Total: 7 | |
| Property Type | Number |
| Patent Number: | 5390180 |
| Patent Number: | 5406455 |
| Patent Number: | 5510786 |
| Patent Number: | 6157232 |
| Patent Number: | 6529599 |
| Patent Number: | 6667973 |
| Patent Number: | 6768745 |
| CORRESPONDENCE DATA | |
| Fax Number: | (770)951-0933 |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |
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ATTORNEY DOCKET NUMBER:

52601-9030

NAME OF SUBMITTER:

Scott A. Horstemeyer

Total Attachments: 3

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NEC AMERICA - PATENT ASSIGNMENT

WHEREAS, NEC America, Inc., a Delaware corporation ("Assignor") having its principal place of business at 6555 N State Highway 161, Irving, TX 75039, the owner of the patents (the "Patents") and the patent applications (the "Patent Applications") set forth on Schedule A attached hereto, and the inventions described in and claimed therein (the "Inventions"); and,

WHEREAS, NEC eLuminant Technologies, Inc., a Delaware corporation having a principal place of business at 14700 Avion Pkwy., Suite 200, Chantilly, VA 20151 ("Assignee"), is desirous of acquiring the entire right, title and interest of Assignor in and to said Patents, Patent Applications and Inventions.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, BE IT KNOWN, that for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer and convey, unto said Assignee, its successors and assigns, its entire right, title and interest in and to the Patents and Patent Applications as set forth and described in Schedule A attached hereto, and the Inventions, and all divisions, continuations, continuations-in-part and renewals of such Patents and Patent Applications and all Patents of the United States which may be granted on such Patent Applications, and all reissues, re-examinations and extensions thereof for any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said Patent Applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for the Inventions in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; together with all claims for damages by reason of past infringement, with the right to sue for, and collect the same for the use of Assignee, its successors and assigns.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

Assignor hereby covenants and agrees that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

NEC AMERICA - PATENT ASSIGNMENT

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment
of February __, 2003.

NEC America, Inc.

Masao Hibino

Signature

Masao Hibino

Printed Name

President & CEO

Title

State of Texas

Country of Dallas

Subscribed and sworn to before me this 12 day of February, 2003



Sarah Christianson

Notary Public

My commission expires 8/24/2003.

NEC AMERICA - PATENT ASSIGNMENT

SCHEDULE A

| <u>U.S. Patent No.</u> | <u>Issue Date</u> |
|------------------------|-------------------|
| 5,113,187 | 05/12/92 |
| 5,165,091 | 11/17/92 |
| 5,180,987 | 01/19/93 |
| 5,195,110 | 03/16/93 |
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| 6,185,083 | 02/06/01 |

| <u>U.S. Patent Application No.</u> | <u>Filing Date</u> |
|------------------------------------|--------------------|
| 09/111,417 | 07/07/98 |
| 09/251,975 | 03/22/99 |
| 09/282,407 | 04/15/99 |
| 09/282,405 | 04/15/99 |
| 09/282,406 | 04/15/99 |
| 09/552,430 | 04/18/00 |