

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
John Fortier	11/02/2005
RECEIVING PARTY DATA	
Name:	Communication Technology, LLC
Street Address:	25 Dartmouth Drive
City:	Framingham
State/Country:	MASSACHUSETTS
Postal Code:	01701
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	60812211
Application Number:	11811143
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	2001726.120US1&US2
NAME OF SUBMITTER:	Richard Goldenberg
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CONTRIBUTION AND ASSIGNMENT AGREEMENT

This **CONTRIBUTION AND ASSIGNMENT AGREEMENT** (the "**Agreement**") effective as of the 2nd day of Nov, 2005 (the "**Effective Date**") by and between **JOHN FORTIER** ("**Assignor**") and **COMMUNICATION TECHNOLOGY, LLC** ("**Assignee**").

WHEREAS, Assignor is the owner of certain Intellectual Property (as defined in Section 1 below) in the telecommunications field of digital subscriber line ("**DSL**") (all of Assignor's Intellectual Property in or related to, whether directly or indirectly, the field of DSL, including, but not limited to, that which is more specifically set forth on the attached **Exhibit A** is collectively referred to herein as the "**Assignor Intellectual Property**"); and

WHEREAS, in consideration of Assignor being granted membership units in Assignee as set forth herein, Assignor has agreed to contribute and assign to Assignee the Assignor Intellectual Property and all rights, title and interest Assignor has in and to the Assignor Intellectual Property; and

WHEREAS, Assignor is an employee of Assignee, and the parties hereto intend that Intellectual Property relating to the work and services that Assignor has and will provide for Assignee is to be owned and controlled solely by Assignee if the Intellectual Property relates to the Assignee's Business (as defined in Section 1 below), as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definition.**

(a) For purposes of this Agreement, the "**Assignee's Business**" shall mean the business of enhancing of capabilities and/or performance of telecommunications which use metallic conductors including, without limitation, twisted pairs or coaxial cables as their transport medium.

(b) For purposes of this Agreement, "**Intellectual Property**" shall mean any or all of the following and all rights in, arising out of, or associated therewith: (i) all trade names, trade dress, trademarks and service marks, including all variations thereof that are similar thereto; (ii) all copyrights, material that is subject to non-copyright disclosure protections, including derivative works, revisions, transformations and adaptations and all other rights corresponding thereto throughout the world; (iii) all privacy and publicity rights; (iv) all patents, patent applications, inventions (whether patentable or not), ideas, processes, invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical data, proprietary processes and formulae, all computer software, all source and object code, algorithms, work-in-process, layouts, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, documentation, memoranda and records; (v) intellectual property rights acquired by license or

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agreement; (vi) damages or benefit derived from any action arising out of or related to the foregoing; and (vii) any equivalent rights to any of the foregoing anywhere in the world.

2. **Transfer of Rights.**

(a) Assignor hereby irrevocably and unconditionally assigns to Assignee all of his rights, title and interest in and to the Assignor Intellectual Property including, without limitation, (i) all goodwill associated therewith, and (ii) the right to license use, reproduce, publish, copy, market, distribute, transfer, assign, prepare and create derivative works and otherwise exploit the Assignor Intellectual Property.

(b) Assignor agrees to execute any and all documents, and cooperate and take such other action (including, without limitation, obtaining consents, authorizations or other actions by, or giving any notices to, or making any filings with, any governmental authority or any other person) as reasonably requested by Assignee and its successors, assigns or designee, necessary to effectuate the assignment of the Assignor Intellectual Property as contemplated herein.

3. **Consideration for Assignment.** In consideration of the contribution and assignment of the Assignor Intellectual Property to Assignee, Assignor has received membership units in Assignee, as set forth in the Operating Agreement, dated October __, 2005, of Assignee executed by and among Assignee, Assignor and the other members of Assignee.

4. **Representations and Warranties.** Assignor represents and warrants to Assignee as follows:

(a) Assignor has full authority to enter into, deliver, and perform the transactions contemplated by this Agreement. Assignor is not subject to any agreement, order, decree or security interest that would affect, prohibit or restrict or otherwise conflict with the execution or delivery of this Agreement, or performance of the terms and conditions of this Agreement to be performed by Assignor. To Assignor's knowledge, Assignor's performance of his obligations hereunder does not violate any applicable law, ordinance, rule or regulation of any governmental agency.

(b) Assignor is under no contractual or other legal obligation which shall in any way interfere with the full, prompt and complete performance of his obligations pursuant to this Agreement.

(c) Assignor is the sole and exclusive owner of the Assignor Intellectual Property, free and clear of all security interests, liens, pledges, conditional sales agreements or encumbrances of any kind, and the Assignor Intellectual Property has not been used or enforced, or failed to be used or enforced, in a manner that would result in the abandonment, cancellation or unenforceability of any rights in and to the Assignor Intellectual Property.

(d) There are no actions, suits, proceedings or other litigation of any kind, pending or, to Assignor's knowledge, threatened, involving or related to the Assignor Intellectual

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Property, and, to Assignor's knowledge, the Assignor Intellectual Property does not infringe or otherwise violate any copyright, trademark, patent, trade secret or other right of any third party.

(e) Assignor has not granted to any third party a right or license to use or otherwise exploit any of the Assignor Intellectual Property, nor entered into any agreement with respect to any of the Assignor Intellectual Property, and Assignor is not aware of any third party rights to use the Assignor Intellectual Property.

(f) Exhibit A lists all patents and patents pending, and all registered copyrights and trademarks, if any, included in the Assignor Intellectual Property.

5. Work Made for Hire and Inventions.

(a) Work Made For Hire. Assignor agrees that all works that he produces, either solely or with others, during his engagement by Assignee which works relate to the Assignee's Business or contemplated business or research activities of Assignee (a "**Work**"), have been and shall be prepared for Assignee as part of and in the course of his employment, and constitute a work made for hire as that term is defined in 17 U.S.C. Section 101, and as such, all right, title and interest in each Work, and all intellectual property therein or resulting therefrom, shall be owned solely by Assignee. In the event that all or any part of a Work is for any reason deemed not to be a work made for hire, or in the event that Assignor should, by operation of law, be deemed to retain any rights in such Works then Assignor hereby irrevocably and unconditionally assigns to Assignee (or Assignee's designee) all right, title and interest in and to such Work, and all intellectual property therein or resulting therefrom, and related proprietary information or intellectual property. Assignor agrees that Assignee, as the owner of all rights to the Works, has the full and complete right to prepare and create derivative works based upon the Works and derivative works of such Works, and to use, reproduce, publish, print, copy, market, advertise, distribute, transfer, sell, publicly perform and publicly display, and otherwise exploit by all means now known or later developed, such Works and derivative works anywhere throughout the world.

(b) Disclosure and Assignment of Inventions.

(i) Assignor agrees to communicate to Assignee promptly and fully in writing, in such form as Assignee may deem appropriate, all inventions, processes, techniques, discoveries, developments, improvements, innovations, software programs or subroutines, source or object code, trade secrets and know-how (whether or not patentable or registrable under copyright or similar statutes) made, discovered, conceived, developed or reduced to practice by him, whether alone or jointly with others, during his engagement by Assignee, whether or not done during work hours, that relate to the existing Assignee's Business or contemplated business or research activities of Assignee (an "**Invention**"). Assignor agrees to make and maintain adequate permanent records of all Inventions, in the form of memoranda, notebook entries, drawings, print-outs or reports relating thereto, and agrees that these records, as well as the Inventions themselves, shall be and remain the exclusive property of Assignee.

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(ii) Assignor hereby irrevocably and unconditionally assigns to Assignee all right, title and interest in and to all Inventions and written material, and all intellectual property therein or resulting therefrom, which become the property of Assignee pursuant to this Section 5, and all patents which may be attained on them in the United States of America and all foreign countries. If Assignor has any right or rights to Inventions that cannot be assigned to Assignee or waived by Assignor, Assignor unconditionally grants to Assignee during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicenses, to use, reproduce, publish, create derivative works of, market, advertise, distribute, sell, publicly perform and publicly display and otherwise exploit by all means now known or later developed, such Inventions.

(iii) Assignor agrees, upon the request of Assignee, to take all steps necessary to cause any third party to promptly and fully disclose and assign all patents, copyrights and other intellectual property created by Assignor and such third party during the period of Assignor's engagement by Assignee.

(iv) Assignor agrees to cooperate with Assignee (or Assignee's designee), during the period of Assignor's engagement by Assignee and at all times thereafter, in securing and protecting patent, trademark, copyright or other intellectual property rights in the United States of America and foreign countries, in any Invention or Work. Assignor specifically agrees to execute any and all documents that Assignee deems necessary, and to otherwise assist Assignee, or its successors, assigns or designees, to protect its or their interests and to vest in it or them all right, title and interest in all Inventions and Works, including, without limitation, assignments of copyrights and inventions, and to attain, enforce or defend for Assignee's benefit, patents, copyrights or other legal protections from the Inventions and Works in the United States of America and all foreign countries. Assignor further agrees to provide such evidence and testimony as may be necessary to secure and enforce Assignee's or its successor's, assign's or designee's rights.

(v) Assignor hereby irrevocably designates and appoints Assignee, and its duly authorized officers and agents, as Assignor's agents and attorney-in-fact to act for and on Assignor's behalf, to execute and file any documents, applications or related findings and to do all other lawfully permitted acts to further the purposes set forth in this Section 5 including, without limitation, the perfection of assignment and the prosecution and issuance of patents, patent applications, copyright applications and registrations, trademark applications and registrations or other rights in connection with such Inventions and Works thereto with the same legal force and effect as if executed by Assignor.

6. **Indemnification.** Assignor shall indemnify, defend and hold harmless Assignee and its officers, directors and member (other than Assignor), from all liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred in connection with any claim (i) arising out of a breach by Assignor of any representation, warranty or obligation hereunder, or (ii) by a third party with respect to the ownership, use or other exploitation of any Assignor Intellectual Property.

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7. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and shall continue indefinitely thereafter.

8. **General Provisions.**

(a) The representations and warranties of Assignor made herein shall survive the execution and delivery of this Agreement.

(b) This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. This Agreement, together with the exhibit hereto, supersedes all prior agreements and understandings between the parties with respect to such subject matter.

(c) This Agreement shall be binding upon the parties hereto and inure to the benefit of such parties and their respective successors, assigns, designees and licensees.

(d) This Agreement will be construed and enforced in accordance with the laws of the State of New York, without regard to any conflict of laws provisions. Any litigation involving this Agreement shall be adjudicated in a court with jurisdiction located in Monroe County, New York, and the parties irrevocably consent to the personal jurisdiction and venue of such court.

(e) If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits of the remaining provisions hereof.

(f) Any amendment, supplement or modification of or to any provision of this Agreement shall be effective only if it is made or given in writing and signed by Assignor and Assignee.


(g) Assignee and Assignor shall maintain the terms and conditions of this Agreement in confidence. This provision does not apply if a party is required to disclose by law or pursuant to subpoena or order of any judicial, legislative, executive, regulatory or administrative body or to enforce its rights under this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

Dated: 2 Nov 2005


John Fortier

COMMUNICATION TECHNOLOGY, LLC

Dated: 11/2/2005

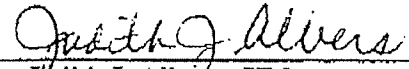
By: 
Judith J. Albers, CEO

Exhibit A

Assignor Intellectual Property

1. United States Patent Application #20050053227, Electronic circuit to reduce noise in digital subscriber loop and communications over unshielded twisted pair metallic conductors.

2. All Intellectual Property related to or in (i) the foregoing Patent Application, (ii) the Common Mode Voltage controller, commercially known as the Nexus, and (iii) the Anechoic Hybrid.