

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TELCORDIA TECHNOLOGIES, INC.	12/21/2004
RECEIVING PARTY DATA	
Name:	HEREFORD CORONADO, LLC
Street Address:	2215-B Renaissance Drive
Internal Address:	Suite 5
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89119
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	5039951
Patent Number:	5041415
Patent Number:	5207864
Patent Number:	5239607
Patent Number:	5777763
CORRESPONDENCE DATA	
Fax Number:	(608)258-4258
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	MadisonIPDocketing@foley.com, wmorris@foley.com
Correspondent Name:	Paul S. Hunter, Foley & Lardner LLP
Address Line 1:	Verex Plaza, 150 East Gilman Street
Address Line 4:	Madison, WISCONSIN 53703-1481
ATTORNEY DOCKET NUMBER:	088245-3835
NAME OF SUBMITTER:	Paul S. Hunter

OP \$200.00 5039951

Total Attachments: 2

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ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Telcordia Technologies, Inc. with an office at One Telcordia Drive, Piscataway, New Jersey 08854-4157, ("*Assignor*"), does hereby sell, assign, transfer and convey unto Hereford Coronado, LLC, a Delaware limited liability company, having an office at 2215-B Renaissance Drive, Suite 5, Las Vegas, Nevada 89119 ("*Assignee*") or its designees, all of Assignor's right, title and interest in and to the patent applications and patents listed below, any patents, registrations, or certificates of invention issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "*Patent Rights*"):

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title and Inventor(s)</u>
5,039,951	US	October 30, 1990	Josephson Demodulator
5,041,415	US	February 16, 1989	Superconducting Noise Discriminator
5,207,864	US	December 30, 1991	Low-temperature fusion of dissimilar semiconductors
5,239,607	US	June 23, 1992	Optical Fiber Amplifier with Flattened Gain
5,777,763	US	January 16, 1996	Wavelength Reference Module

Assignor represents, warrants and covenants that: (i) it is the sole owner, assignee and holder of record title to the Patent Rights identified above, (ii) it has obtained and properly recorded previously executed assignments for all patent applications and patents identified above as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction, and (iii) it has full power and authority to make the present assignment. Assignor shall indemnify and hold harmless Assignee for any breach of the foregoing.

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Coopera-

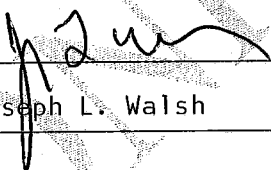
tion Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Middlesex County, NJ
on December 21, 2004.

ASSIGNOR

By: 

Name: Joseph L. Walsh

Title: Sr. Vice President & Chief Financial Officer

(Signature MUST be notarized)

SWORN TO AND SUBSCRIBED
BEFORE ME ON THE DATE

DEC 21 2004

WENDY S. MESSIER
Notary Public of New Jersey
Commission Expires 11/16/2006