

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Teradyne, Inc.	08/01/2007
RECEIVING PARTY DATA	
Name:	Tollgrade Communications, Inc.
Street Address:	103 Springer Building
Internal Address:	3411 Silverside Road
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19810
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6389109
CORRESPONDENCE DATA	
Fax Number:	(412)471-4094
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(412) 471-8815
Email:	webblaw@webblaw.com
Correspondent Name:	Richard L. Byrne
Address Line 1:	700 Koppers Building, 436 Seventh Avenue
Address Line 2:	The Webb Law Firm
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219
ATTORNEY DOCKET NUMBER:	1974-073297
NAME OF SUBMITTER:	Richard L. Byrne

Total Attachments: 14
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PATENT ASSIGNMENT**August 1, 2007**

WHEREAS, Teradyne, Inc., a Massachusetts corporation having a place of business at 700 Riverpark Drive, North Reading, Massachusetts 01864 ("Assignor"), and Tollgrade Communications, Inc., a Pennsylvania corporation having a place of business at 493 Nixon Road, Cheswick, PA 15024 ("Tollgrade Communications (PA)") have entered into a certain Asset Purchase Agreement dated May 31, 2007 (the "Asset Purchase Agreement"), pursuant to the terms of which Assignor agreed, and does hereby agree, effective as of August 1, 2007, to assign all right, title and interest of Assignor in and to certain patents, provisional applications and patent applications (including originals, divisions, continuations, continuations-in-part, extensions, reissues and reexaminations) used exclusively in the Business (as such term is defined in the Asset Purchase Agreement) and set forth on Schedule A attached hereto and made a part hereof (the "Patents"); and

WHEREAS, Tollgrade Communications (PA) desires that the entire right, title and interest in and to the Patents be assigned to its affiliates Tollgrade Communications, Inc., a Delaware corporation having a place of business at 103 Springer Building, 3411 Silverside Road, Wilmington, Delaware 19810 ("Tollgrade Communications (DE)") and Tollgrade Belgium NV, a Belgian corporation ("Tollgrade Belgium" and collectively with Tollgrade Communications (DE), the "Assignee") as set forth in Schedule A;

NOW, THEREFORE, in consideration of the foregoing, as well as for other good and valuable consideration, the receipt of which is hereby acknowledged:

Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors and assigns, Assignor's entire right, title and interest in, to and under the Patents, including all such Letters Patent of the United States which have been or shall be granted on any of the Patents, and all corresponding foreign patents and applications, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Letters Patent are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this Patent Assignment had not been made; and, together with all claims for damages by reason of past infringement of the Patents, with the right to sue for such damages, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives;

Assignor agrees to: (i) execute upon request any other lawful documents reasonably necessary to secure the grant of any rights hereunder in the United States and in all other countries to Assignee, its successors and assigns; and (ii) to perform, at Assignee's expense, any lawful act, such as providing testimony at an interference or other proceeding related to the Patents;

Assignor does hereby authorize and request the Commissioner for Patents of the United States and the equivalent officers of all foreign patent offices to issue any original or reissue Letters Patents which may be granted upon the Patents to Assignee, its successors and assigns;

Assignor makes no representation or warranty to Assignee herein. Any and all representations and warranties made by Assignor to Assignee, including any rights and limitations of the parties with respect thereto, are contained in the Asset Purchase Agreement.

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IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be executed by its duly authorized officer as of this 30 day of July, 2007.

On this 30 day of July 2007, before me, the undersigned notary public, personally appeared the adjacently-listed individual, known to me or proved to me through satisfactory evidence of identification, which consisted of personally known to me, to be the person whose name is signed on the attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

TERADYNE, INC.

By: _____

Name: Gregory B. Beecher

Title: VP, CFO and Treasurer

NOTARY PUBLIC

My Commission Expires: June 25, 2010



Signed and agreed to by Tollgrade Communications (PA) this ___ day of _____, 2007.

On this ___ day of ___, 2007, before me, the undersigned notary public, personally appeared the adjacently-listed individual, known to me or proved to me through satisfactory evidence of identification, which consisted of _____, to be the person whose name is signed on the attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

TOLLGRADE
COMMUNICATIONS, INC. (PA)

By: _____

Name: _____

Title: _____

NOTARY PUBLIC

My Commission Expires:

[Notary's Seal Here]

[Signature Page to Patent Assignment]

IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be executed by its duly authorized officer as of this ___ day of _____, 2007.

On this ___ day of ___, 2007, before me, the undersigned notary public, personally appeared the adjacently-listed individual, known to me or proved to me through satisfactory evidence of identification, which consisted of _____, to be the person whose name is signed on the attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

TERADYNE, INC.

By: _____

Name: _____

Title: _____

NOTARY PUBLIC
My Commission Expires:

[Notary's Seal Here]

Signed and agreed to by Tollgrade Communications (PA) this 1st day of August, 2007.

On this 1 day of Aug, 2007, before me, the undersigned notary public, personally appeared the adjacently-listed individual, known to me or proved to me through satisfactory evidence of identification, which consisted of PA LICENSE, to be the person whose name is signed on the attached document, and acknowledged to me that he signed it voluntarily for its stated purpose

TOLLGRADE
COMMUNICATIONS, INC. (PA)

By: Sara M. Antol

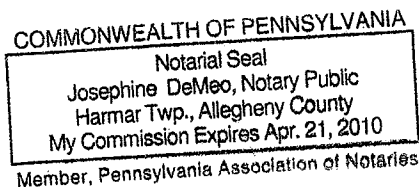
Name: Sara M. Antol

Title: General Counsel & Secretary

NOTARY PUBLIC
My Commission Expires:

Josephine DeMeco
4-21-2010

[Notary's Seal Here]



[Signature Page to Patent Assignment]

Signed and agreed to by Tollgrade Communications (DE) this 1st day of August, 2007.

On this 1 day of August, 2007, before me, the undersigned notary public, personally appeared the adjacently-listed individual, known to me or proved to me through satisfactory evidence of identification, which consisted of PALICENSE, to be the person whose name is signed on the attached document, and acknowledged to me that he signed it voluntarily for its stated purpose

NOTARY PUBLIC
My Commission Expires:

Josephine DeMeo
4-21-2010

**TOLLGRADE
COMMUNICATIONS, INC (DE)**

By: *Sara M Antol*

Name: *Sara M. Antol*

Title: *Secretary*

[Notary's Seal Here]

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Josephine DeMeo, Notary Public
Harmar Twp., Allegheny County
My Commission Expires Apr. 21, 2010
Member, Pennsylvania Association of Notaries

Signed and agreed to by Tollgrade Belgium this 1st day of August, 2007.

On this 1 day of August, 2007, before me, the undersigned notary public, personally appeared the adjacently-listed individual, known to me or proved to me through satisfactory evidence of identification, which consisted of PALICENSE, to be the person whose name is signed on the attached document, and acknowledged to me that he signed it voluntarily for its stated purpose

NOTARY PUBLIC
My Commission Expires:

Josephine DeMeo
4-21-2010

TOLLGRADE BELGIUM NV

By: *Sara M Antol*

Name: *Sara M. Antol*

Title: *Director*

[Notary's Seal Here]

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Josephine DeMeo, Notary Public
Harmar Twp., Allegheny County
My Commission Expires Apr. 21, 2010
Member, Pennsylvania Association of Notaries

[Signature Page to Patent Assignment]

SCHEDULE A

Case	Country	SubCase:	Status	Appn. No.:	Filed	Pat. No.	Issued	Assignee
1172	BE		Granted	99940806.5	16-Jul-1999	1129551	22-Sep-2004	Tollgrade Communications (DE)
1309	BE		Granted	00923432.9	17-Apr-2000	1171962	14-Jun-2006	Tollgrade Communications (DE)
1310	BE		Granted	99964952.8	02-Nov-1999	1135916	30-Aug-2006	Tollgrade Communications (DE)
1312	BE		Granted	00965132.4	14-Sep-2000	1216567	24-Aug-2005	Tollgrade Communications (DE)
1225	CA		Pending	2350566	25-Oct-1999			Tollgrade Communications (DE)
1253	CA		Published	2338682	17-Apr-2000			Tollgrade Communications (DE)
1255	CA		Pending	2371230	19-Oct-2001			Tollgrade Communications (DE)
1290	CA		Pending	2377638	23-Jun-2000			Tollgrade Belgium
1309	CA		Pending	2371146	17-Apr-2000			Tollgrade Communications (DE)
1310	CA		Pending	2348004	02-Nov-1999			Tollgrade Communications (DE)
1311	CA		Pending	2387721	14-Sep-2000			Tollgrade Communications (DE)
1312	CA		Pending	2385751	26-Mar-2002			Tollgrade Communications

1397	CA			Pending	2410961		31-May-2001				Tollgrade Communications (DE)
1700	CA			Pending	2484913		12-Jun-2003				Tollgrade Communications (DE)
1702	CA			Pending	2539188		25-Sep-2004				Tollgrade Communications (DE)
1756	CA			Pending	2539189		25-Sep-2004				Tollgrade Communications (DE)
1253	CN			Granted	00801005.6		17-Apr-2000		1336054	29-Sep-2004	Tollgrade Communications (DE)
1342	CN			Granted	01810601.3		31-May-2001		1432249	13-Jul-2005	Tollgrade Communications (DE)
1397	CN			Published	01810611.0		31-May-2001				Tollgrade Communications (DE)
1700	CN			Published	03814142.6		12-Jun-2003				Tollgrade Communications (DE)
1702	CN			Published	0480028041.6		25-Sep-2004				Tollgrade Communications (DE)
1756	CN			Pending	0480027648.2		25-Sep-2004				Tollgrade Communications (DE)
1172	DE			Granted	99940806.5		16-Jul-1999		1129551	22-Sep-2004	Tollgrade Communications (DE)
1225	DE			Granted	69924401.3		25-Oct-1999		1125373	22-Mar-2005	Tollgrade Communications (DE)
1309	DE			Granted	00923432.9		17-Apr-2000		60028748.3	14-Jun-2006	Tollgrade Communications

1310	DE			Granted	99964952.8	02-Nov-1999	69933045.9	30-Aug-2006	Tollgrade Communications (DE)
1312	DE			Granted	00965132.4	14-Sep-2000	60022210.1	24-Aug-2005	Tollgrade Communications (DE)
1002	EP			Published	95935092.7	22-Sep-1995			Tollgrade Communications (DE)
1002	EP	I		Pending	05075159.3	22-Sep-1995			Tollgrade Communications (DE)
1172	EP			Granted	99940806.5	16-Jul-1999	1129551	22-Sep-2004	Tollgrade Communications (DE)
1225	EP			Granted	99971618.6	25-Oct-1999	1125373	23-Mar-2005	Tollgrade Communications (DE)
1253	EP			Published	00923431.1	17-Apr-2000			Tollgrade Communications (DE)
1255	EP			Published	00926232.0	20-Apr-2000			Tollgrade Communications (DE)
1290	EP			Published	00940651.3	23-Jun-2000			Tollgrade Belgium
1309	EP			Granted	00923432.9	17-Apr-2000	1171962	14-Jun-2006	Tollgrade Communications (DE)
1310	EP			Granted	99964952.8	02-Nov-1999	1135916	30-Aug-2006	Tollgrade Communications (DE)
1311	EP			Published	00973366.8	14-Sep-2000			Tollgrade Communications (DE)
1312	EP			Granted	00965132.4	14-Sep-2000	1216567	24-Aug-2005	Tollgrade Communications

1310	GB	Granted	99964952.8	02-Nov-1999	1135916	30-Aug-2006	Tollgrade Communications (DE)
1312	GB	Granted	00965132.4	14-Sep-2000	1216567	24-Aug-2005	Tollgrade Communications (DE)
1379	GB	Granted	0017732.9	19-Jul-2000	2365253	18-May-2004	Tollgrade Belgium
1172	IT	Granted	99940806.5	16-Jul-1999	1129551	22-Sep-2004	Tollgrade Communications (DE)
1225	IT	Granted	69924401.3	25-Oct-1999	22628BE2005	22-Mar-2005	Tollgrade Communications (DE)
1309	IT	Granted	00923432.9	17-Apr-2000	28103BE2006	14-Jun-2006	Tollgrade Communications (DE)
1310	IT	Granted	99964952.8	02-Nov-1999	35407BE2006	30-Aug-2006	Tollgrade Communications (DE)
1312	IT	Granted	00965132.4	14-Sep-2000	1216567	24-Aug-2005	Tollgrade Communications (DE)
1225	JP	Published	2000-580394	25-Oct-1999			Tollgrade Communications (DE)
1255	JP	Published	2000-613149	19-Apr-2000			Tollgrade Communications (DE)
1290	JP	Published	2001-506157	23-Jun-2000			Tollgrade Belgium
1310	JP	Published	2000-580361	02-Nov-1999			Tollgrade Communications (DE)
1311	JP	Published	2001-527541	14-Sep-2000			Tollgrade Communications (DE)
1312	JP	Published	2001-527543	14-Sep-			Tollgrade

1397	JP					2000			Communications (DE)
1700	JP	Published	2002-502980	31-May-2001					Tollgrade Communications (DE)
1702	JP	Pending	2004-515784	12-Jun-2003					Tollgrade Communications (DE)
1756	JP	Pending	2006-528217	25-Sep-2004					Tollgrade Communications (DE)
1172	NL	Granted	99940806.5	16-Jul-1999			1129551	22-Sep-2004	Tollgrade Communications (DE)
1309	NL	Granted	00923432.9	17-Apr-2000			1171962	14-Jun-2006	Tollgrade Communications (DE)
1310	NL	Granted	99964952.8	02-Nov-1999			1135916	30-Aug-2006	Tollgrade Communications (DE)
1312	NL	Granted	00965132.4	14-Sep-2000			1216567	24-Aug-2005	Tollgrade Communications (DE)
0031	US	GRANTED	595246	10-Oct-1990			5073919	17-Dec-1991	Tollgrade Communications (DE)
0032	US	Granted	223435	22-Jul-1988			4852145	25-Jul-1989	Tollgrade Communications (DE)
0033	US	Granted	793595	18-Nov-1991			5251001	05-Oct-1993	Tollgrade Communications (DE)
05-2004	US	Pending	11/322105	29-Dec-2005					Tollgrade Communications (DE)
1002	US	Granted	08/311802	26-Sep-1994			5699402	16-Dec-1997	Tollgrade Communications

1002	US	I	Granted	08/965360	06-Nov-1997	5870451	09-Feb-1999	Tollgrade Communications (DE)
1002	US	II	Granted	09/211338	14-Dec-1998	6026145	15-Feb-2000	Tollgrade Communications (DE)
1008	US		Granted	371734	12-Jan-1995	5644617	01-Jul-1997	Tollgrade Communications (DE)
1014	US		Granted	08/393764	24-Feb-1995	5706333	06-Jan-1998	Tollgrade Communications (DE)
1108	US		Granted	08/929842	15-Sep-1997	5881130	09-Mar-1999	Tollgrade Communications (DE)
1172	US		Granted	09/188605	09-Nov-1998	6424653	23-Jul-2002	Tollgrade Communications (DE)
1174	US		Granted	09/457989	09-Dec-1999	6513025	28-Jan-2003	Tollgrade Communications (DE)
1176	US		Granted	09/598595	21-Jun-2000	6590962	08-Jul-2003	Tollgrade Communications (DE)
1225	US		Granted	09/285954	02-Apr-1999	6385297	07-May-2002	Tollgrade Communications (DE)
1255	US		Granted	09/294563	20-Apr-1999	6895081	17-May-2005	Tollgrade Communications (DE)
1255	US	2	Published	11/060904	18-Feb-2005	6895081		Tollgrade Communications (DE)
1283	US		Granted	10/220716	26-Nov-2002	6894504	17-May-2005	Tollgrade Belgium
1283	US	1	Allowed	11/005055	06-Dec-2004	7071703	04-Jul-2006	Tollgrade Belgium
1290	US	1	Granted	10/019589	20-Dec-2004	7012991	14-Mar-2006	Tollgrade Belgium

1290	US	2		Published	11/007970	2001	09-Dec-2004		2006	Belgium
1309	US			Granted	09/410236		30-Sep-1999	6741676	25-May-2004	Tollgrade Communications (DE)
1310	US			Granted	09/410222		30-Sep-1999	6389109	14-May-2002	Tollgrade Communications (DE)
1311	US			Granted	09/409141		30-Sep-1999	6687336	03-Feb-2004	Tollgrade Communications (DE)
1312	US			Granted	09/410237		30-Sep-1999	6487276	26-Nov-2002	Tollgrade Communications (DE)
1312	US	1		Granted	10/236128		06-Sep-2002	6901137	31-May-2005	Tollgrade Communications (DE)
1342	US			Granted	09/692169		19-Oct-2000	6985444	10-Jan-2006	Tollgrade Communications (DE)
1379	US			Published	10/332777		10-Jan-2003			Tollgrade Belgium
1397	US			Granted	09/872958		01-Jun-2001	6970429	29-Nov-2005	Tollgrade Communications (DE)
1469	US	I		Granted	10/399641		17-Apr-2003	7042983	09-May-2006	Tollgrade Communications (DE)
1700	US			Granted	10/176014		20-Jun-2002	6826258	30-Nov-2004	Tollgrade Communications (DE)
1702	US			Published	10/671154		25-Sep-2003			Tollgrade Communications (DE)
1710	US			Granted	10/260950		30-Sep-2002	6914961	05-Jul-2005	Tollgrade Communications (DE)
1756	US			Published	10/672821		26-Sep-			Tollgrade

1899	US						2003		Communications (DE)
1910	US		Pending	10/956816			01-Oct-2004		Tollgrade Communications (DE)
1911	US		Published	10/956170			01-Oct-2004		Tollgrade Communications (DE)
TDYC002	US		Pending	10/956605			01-Oct-2004		Tollgrade Communications (DE)
NEW	US		Granted	08/210315			17-Mar-1994	5552881	Tollgrade Communications (DE)
05-2004	WO		Filed	TER1029P0020US-00048855			17-Jul-2007		Tollgrade Communications (DE)
1756	WO		Pending	US06/62007			13-Dec-2006		Tollgrade Communications (DE)
1899	WO		Published	US04/031392			25-Sep-2004		Tollgrade Communications (DE)
1910	WO		Published	US05/35059			29-Sep-2005		Tollgrade Communications (DE)
1911	WO		Published	US05/035230			30-Sep-2005		Tollgrade Communications (DE)
			Published	US05/034954			29-Sep-2005		Tollgrade Communications (DE)