

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Alcatel USA Marketing, Inc.	12/31/1998

RECEIVING PARTY DATA

Name:	Alcatel USA LP, Inc.
Street Address:	3400 West Plano Parkway
City:	Plano
State/Country:	TEXAS
Postal Code:	75075

Name:	Alcatel USA GP, Inc.
Street Address:	3400 West Plano Parkway
City:	Plano
State/Country:	TEXAS
Postal Code:	75075

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	4996698
Patent Number:	4788512
Patent Number:	4748423
Patent Number:	4724402
Patent Number:	4724401

CORRESPONDENCE DATA

Fax Number: (202)371-2540

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-371-2600

Email: mspecht@skgf.com

PATENT

500634831

REEL: 021462 FRAME: 0090

OP \$200.00 4996698

Correspondent Name: Sterne Kessler Goldstein & Fox P.L.L.C.
Address Line 1: 1100 New York Avenue, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Michael D. Specht
--------------------	-------------------

Total Attachments: 4
source=AlcatelUSAMarketingInc_to_AlcatelUSALPAndAlcatelUSAGP#page1.tif
source=AlcatelUSAMarketingInc_to_AlcatelUSALPAndAlcatelUSAGP#page2.tif
source=AlcatelUSAMarketingInc_to_AlcatelUSALPAndAlcatelUSAGP#page3.tif
source=AlcatelUSAMarketingInc_to_AlcatelUSALPAndAlcatelUSAGP#page4.tif

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of December 31, 1998, by and between Alcatel USA Marketing, Inc., a Delaware corporation ("Marketing"), on the one hand, and Alcatel USA LP, Inc., a Nevada corporation ("LP"), and Alcatel USA GP, Inc., a Delaware corporation ("GP"), on the other hand.

WITNESSETH:

WHEREAS, as a result of the merger of Alcatel Network Systems, Inc. ("ANS") and Alcatel Data Networks Inc. ("ADN") with and into Marketing, as of 11:51 p.m. (Delaware time) on the date hereof (the "Merger Effective Time"), Marketing succeeded to all of ANS's and ADN's right, title and interest in, to and under certain intellectual property rights primarily relating to the manufacturing, purchasing and research and development operations of ANS and ADN (the "Rights"), including without limitation certain patents (and applications therefor), copyrights (and applications therefor), inventions and trade secrets, but specifically excluding trademarks; and

WHEREAS, Marketing desires to transfer to LP and GP all of its right, title and interest in, to and under the Rights in accordance with section 351 of the Internal Revenue Code of 1986, as amended, to maintain and improve its competitive advantage in the marketplace, upon the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Upon the terms and subject to the conditions set forth in this Agreement, effective immediately after the Merger Effective Time, (a) Marketing hereby assigns to LP, and LP hereby accepts such assignment from Marketing of, an undivided 99% interest in and to all of Marketing's right, title and interest in, to and under the Rights, and (b) Marketing hereby assigns to GP, and GP hereby accepts such assignment from Marketing of, an undivided 1% interest in and to all of Marketing's right, title and interest in, to and under the Rights.

2. Consents, Approvals and Waivers. Notwithstanding any provision of this Agreement to the contrary, if any of the Rights is not transferrable without the consent, approval or waiver of any third party, or if any transfer of, or any agreement to transfer, any of the Rights would constitute a breach of any agreement, instrument or other obligation of Marketing or any violation of law applicable to Marketing or any of the Rights, then nothing in this Agreement will constitute a transfer of, or an agreement to transfer, such Right until such consent, approval or waiver has been obtained. To the extent that any such consent, approval or waiver has not heretofore been obtained, Marketing shall use its best efforts to obtain such consent, approval or waiver at its own expense as promptly as practicable after the date hereof.

3. Further Assurances. (a) Each party hereto shall cooperate with the other party hereto to supply such information relating to the Rights as such other party may request from time to time and shall execute and deliver such further instruments and documents as such other party may request from time to time for the purpose of effecting, evidencing or giving notice of the transactions contemplated by this Agreement.

(b) Marketing hereby irrevocably constitutes and appoints each of LP and GP as its true and lawful attorney-in-fact to execute, consent to, acknowledge, deliver, record and file any and all instruments and documents to effect, evidence or give notice of the transactions contemplated by this Agreement.


4. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

5. No Third Party Beneficiaries. Nothing contained in this Agreement is intended or shall be construed to confer upon or give any person or entity other than the parties hereto any rights under or by reason of this Agreement.

6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the introductory paragraph hereof.

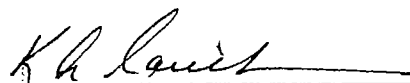
ALCATEL USA MARKETING, INC.

By: 
Kenneth A. Carithers, Vice President, Financial
Accounting

ALCATEL USA LP, INC.

By: _____
Janice George, Secretary

ALCATEL USA GP, INC.


By: 
Kenneth A. Carithers, Vice President, Financial
Accounting

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the introductory paragraph hereof.


ALCATEL USA MARKETING, INC.

By: _____
Kenneth A. Carithers, Vice President, Financial
Accounting

ALCATEL USA LP, INC.

By:  _____
Janice George, Secretary

ALCATEL USA GP, INC.

By:  _____
Kenneth A. Carithers, Vice President, Financial
Accounting