

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Contribution Agreement
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Alcatel USA Sourcing, Inc.	01/01/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Alcatel USA Sourcing, Inc.
<b>Street Address:</b>	3400 West Plano Parkway
<b>City:</b>	Plano
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75075
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6070243
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(713)229-7702
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	brad.bowling@bakerbotts.com
<b>Correspondent Name:</b>	Bradley Bowling
<b>Address Line 1:</b>	Baker Botts LLP
<b>Address Line 2:</b>	910 Louisiana Street
<b>Address Line 4:</b>	Houston, TEXAS 77002
<b>ATTORNEY DOCKET NUMBER:</b>	036560.6830
<b>NAME OF SUBMITTER:</b>	Bradley Bowling

**Total Attachments: 6**

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**PATENT**



## CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement") is made and entered into as of January 1, 2007, by and among (i) Alcatel USA Marketing, Inc., a corporation organized under the laws of the State of Delaware ("Alcatel Marketing"), (ii) Alcatel USA GP, Inc., a corporation organized under the laws of the State of Delaware ("Alcatel GP"), and Alcatel USA LP, Inc., a corporation organized under the laws of the State of Nevada ("Alcatel LP"), and (iii) Alcatel USA Sourcing, Inc., a corporation organized under the laws of the State of Delaware ("Alcatel Sourcing").

### WITNESSETH:

WHEREAS, Alcatel Sourcing is engaged in the business of researching, designing, developing and manufacturing certain telecommunications products, and Alcatel Marketing is engaged in the business of marketing and selling certain telecommunications products and performing related services in the United States;

WHEREAS, prior to the date hereof, Alcatel Internetworking, Inc., a California corporation ("Alcatel Internetworking"), has been engaged in the business of researching, designing, developing, manufacturing, marketing and selling certain telecommunications products and performing related services;

WHEREAS, effective at 12:02 a.m. EST on the date hereof (the "Effective Time"), Alcatel Internetworking merged with and into Alcatel Marketing pursuant to an Agreement of Merger, dated as of December 18, 2006 (the "Merger");

WHEREAS, as a result of the Merger, Alcatel Marketing succeeded to (i) all of the rights, privileges, powers and franchises of Alcatel Internetworking (the "Alcatel Internetworking Assets") and (ii) all of the debts, liabilities and duties of Alcatel Internetworking (the "Alcatel Internetworking Liabilities"); and

WHEREAS, Alcatel Marketing desires to contribute to the capital of Alcatel GP and Alcatel LP in accordance with Section 351 of the Internal Revenue Code of 1986, as amended, certain of the Alcatel Internetworking Assets and Alcatel Internetworking Liabilities, and immediately after such contribution, each of Alcatel GP and Alcatel LP desires to contribute to the capital of Alcatel Sourcing in accordance with Section 351 of the Internal Revenue Code of 1986, as amended, all of its interest in such Alcatel Internetworking Assets and Alcatel Internetworking Liabilities, properly to integrate the former business of Alcatel Internetworking into the businesses of Alcatel Marketing and Alcatel Sourcing, upon the terms and subject to the conditions set forth in this Agreement;

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

1. Contributions by Alcatel Marketing. (a) Upon the terms and subject to the conditions set forth in this Agreement, effective immediately after the Effective Time:

(i) Alcatel Marketing hereby transfers and assigns to Alcatel GP, and Alcatel GP hereby accepts from Alcatel Marketing, an undivided 1% interest in and to all of Alcatel Marketing's right, title and interest in and to the Alcatel Internetworking Assets that primarily relate to the research, design, development and manufacturing operations formerly conducted by Alcatel Internetworking (the "Assets"), including without limitation all of the goodwill included in the Alcatel Internetworking Assets and all of the patents, patent applications, copyrights, copyright applications, trademarks, trademark applications, trade secrets and other intellectual property rights included in the Alcatel Internetworking Assets that primarily relate to the research, design, development and manufacturing operations formerly conducted by Alcatel Internetworking, TO HAVE AND TO HOLD such interest in and to the Assets unto Alcatel GP and its successors and assigns, forever; and

(ii) Alcatel Marketing hereby transfers and assigns to Alcatel LP, and Alcatel LP hereby accepts from Alcatel Marketing, an undivided 99% interest in and to all of Alcatel Marketing's right, title and interest in and to the Assets, TO HAVE AND TO HOLD such interest in and to the Assets unto Alcatel LP and its successors and assigns, forever.

(b) Upon the terms and subject to the conditions set forth in this Agreement, effective immediately after Effective Time:

(i) Alcatel Marketing hereby transfers and delegates to Alcatel GP, and Alcatel GP hereby assumes and agrees to pay and perform according to their respective terms, an undivided 1% interest in and to all of the Alcatel Internetworking Liabilities that primarily relate to the research, design, development and manufacturing operations formerly conducted by Alcatel Internetworking (the "Liabilities"); and

(ii) Alcatel Marketing hereby transfers and delegates to Alcatel LP, and Alcatel LP hereby assumes and agrees to pay and perform according to their respective terms, an undivided 99% interest in and to all of the Liabilities.

2. Contribution by Alcatel GP and Alcatel LP. (a) Upon the terms and subject to the conditions set forth in this Agreement, effective immediately after the transfers, assignments and delegations contemplated by Section 1 of this Agreement, (i) Alcatel GP hereby transfers and assigns to Alcatel Sourcing, and Alcatel Sourcing hereby accepts from Alcatel GP, all of Alcatel GP's right, title and interest in and to the Assets, TO HAVE AND TO HOLD such interest in and to the Assets unto Alcatel Sourcing and its successors and assigns, forever, and (ii) Alcatel LP hereby transfers and assigns to Alcatel Sourcing, and Alcatel Sourcing hereby accepts from Alcatel LP, all of Alcatel LP's right, title and interest in and to the Assets, TO HAVE AND TO HOLD such interest in and to the Assets unto Alcatel Sourcing and its successors and assigns, forever.

(b) Upon the terms and subject to the conditions set forth in this Agreement, effective immediately after the transfers, assignments and delegations contemplated by Section 1 of this Agreement, (i) Alcatel GP hereby transfers and delegates to Alcatel Sourcing, and Alcatel Sourcing hereby assumes and agrees to pay and perform according to their respective terms, all of Alcatel GP's interest in and to the Liabilities, and (ii) Alcatel LP hereby transfers and delegates to Alcatel Sourcing, and Alcatel Sourcing hereby assumes and agrees to pay and perform according to their respective terms, all of Alcatel LP's interest in and to the Liabilities.

3. Consents, Approvals and Waivers. Notwithstanding any provision of this Agreement to the contrary, if any of the Assets or Liabilities are not transferable without the consent, approval or waiver of any third party, or if any transfer of any of the Assets or Liabilities would constitute a breach of any agreement, instrument or other obligation of Alcatel Marketing or any violation of law applicable to Alcatel Marketing, the Assets or the Liabilities, then nothing in this Agreement shall constitute a transfer of such Assets or Liabilities until such consent, approval or waiver has been obtained. To the extent that any such consent, approval or waiver has not heretofore been obtained, the parties shall use their respective reasonable commercial efforts to obtain such consent, approval or waiver as promptly as practicable after the date hereof.

4. Representations and Warranties. Alcatel Marketing hereby represents and warrants to Alcatel GP, Alcatel LP and Alcatel Sourcing that Alcatel Marketing owns the Assets free and clear of any mortgage, lien, encumbrance or security interest.

5. Delivery of Records. (a) As promptly as practicable after the date hereof, to the extent that Alcatel Marketing has not already done so, Alcatel Marketing shall deliver to Alcatel Sourcing all original agreements, instruments, documents, books and records primarily relating to the Assets or the Liabilities then in the possession of Alcatel Marketing.

(b) As promptly as practicable after the date hereof, Alcatel Marketing shall deliver to Alcatel Sourcing (i) a balance sheet that reflects the portion of the Assets and Liabilities customarily set forth on a balance sheet in such detail as Alcatel Marketing and Alcatel Sourcing may mutually agree and (ii) a list that reflects the Assets and Liabilities not customarily set forth on a balance sheet in such detail as Alcatel Marketing and Alcatel Sourcing may mutually agree.

6. Further Assurances. (a) Each party shall cooperate with the other parties to supply such information relating to the Assets or the Liabilities 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) Alcatel Marketing hereby irrevocably constitutes and appoints each of Alcatel GP and Alcatel LP as Alcatel Marketing's 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.

(c) Each of Alcatel GP and Alcatel LP hereby irrevocably constitutes and appoints Alcatel Sourcing 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.

7. Liability. (a) Alcatel Marketing shall indemnify and defend each of Alcatel GP, Alcatel LP and Alcatel Sourcing against, and hold each of Alcatel GP, Alcatel LP and Alcatel Sourcing harmless from, any and all claims, actions, proceedings, liabilities, obligations, losses, damages, costs or expenses (including reasonable attorneys' fees) incurred by Alcatel GP, Alcatel LP or Alcatel Sourcing to the extent resulting from, or arising out of or in connection with, any breach by Alcatel Marketing of any covenant, representation or warranty made by Alcatel Marketing in this Agreement.

(b) Alcatel GP shall indemnify and defend each of Alcatel Marketing and Alcatel Sourcing against, and hold each of Alcatel Marketing and Alcatel Sourcing harmless from, any and all claims, actions, proceedings, liabilities, obligations, losses, damages, costs or expenses (including reasonable attorneys' fees) incurred by Alcatel Marketing or Alcatel Sourcing to the extent resulting from, or arising out of or in connection with, any breach by Alcatel GP of any covenant, representation or warranty made by Alcatel GP in this Agreement.

(c) Alcatel LP shall indemnify and defend each of Alcatel Marketing and Alcatel Sourcing against, and hold each of Alcatel Marketing and Alcatel Sourcing harmless from, any and all claims, actions, proceedings, liabilities, obligations, losses, damages, costs or expenses (including reasonable attorneys' fees) incurred by Alcatel Marketing or Alcatel Sourcing to the extent resulting from, or arising out of or in connection with, any breach by Alcatel LP of any covenant, representation or warranty made by Alcatel LP in this Agreement.

(d) Alcatel Sourcing shall indemnify and defend each of Alcatel Marketing, Alcatel GP and Alcatel LP against, and hold each of Alcatel Marketing, Alcatel GP and Alcatel LP harmless from, any and all claims, actions, proceedings, liabilities, obligations, losses, damages, costs or expenses (including reasonable attorneys' fees) incurred by Alcatel Marketing, Alcatel GP or Alcatel LP to the extent resulting from, or arising out of or in connection with, any breach by Alcatel Sourcing of any covenant, representation or warranty made by Alcatel Sourcing in this Agreement.

(e) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCURRED BY SUCH OTHER PARTY RESULTING FROM, OR ARISING OUT OF OR IN CONNECTION WITH, THIS AGREEMENT.

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


9. 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 and the creditors under the Liabilities any rights under or by reason of this Agreement.

10. Counterparts. The parties hereto may execute any number of counterparts to this Agreement, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.


11. 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:   
Steven Sherman, Senior Vice President and  
Chief Financial Officer

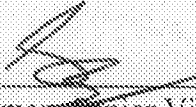
ALCATEL USA GP, INC.

By:   
Steven Sherman, Senior Vice President and  
Chief Financial Officer

ALCATEL USA LP, INC.

By: \_\_\_\_\_  
Pierre Solal, President and Treasurer

ALCATEL USA SOURCING, INC.

By:   
Steven Sherman, Senior Vice President and  
Chief Financial Officer

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By:   
Pierre Solal, President and Treasurer

ALCATEL USA SOURCING, INC.

By: \_\_\_\_\_  
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