



RECORDATION

02-13-2009

emark Office



103548089

Documents or copy thereof.

The Honorable Commissioner of Patents and Tra

Name of conveying party(ies):

Richa Malhotra

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date(s): 01/30/2009

2. Name and address of receiving party(ies):

Name:

Lucent Technologies Inc.

Address:

600 Mountain Avenue

P.O. Box 636

Murray Hill, NJ 07974-0636

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s): 12/315,472

If this document is being filed together with a new application, the execution date(s) of the application is (are): 01/30/2009

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Carmen B. Patti

Patti, Hewitt &amp; Arezina LLC

Customer Number 47382

Docket No.: LUC-712/Malhotra 10

6. Total number of applications and patents involved: 17. Total fee (37 CFR 3.4):..... \$ 40.00☐ Enclosed☒ Authorized to be charged to business credit card

8. Deposit account number:

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Carmen B. Patti

Name of Person Signing

Reg. No. 26,784

Signature

February 6, 2009

Date

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents

MS Assignments

P.O. Box 1450

Alexandria, VA 22313-1450

02/10/2009 NNGUYEN1 00000055 12315472

02 FC:0021

40.00 00

# ASSIGNMENT

Atty. Docket No. LUC-712/Malhotra 10

WHEREAS, the undersigned, hereinafter referred to collectively as Assignor, has invented:

## CONTROLLING CONGESTION IN A PACKET SWITCHED DATA NETWORK

for which Assignor is about to make or has made United States or International application for patent

- (a) ☐ executed on even date preparatory to filing (each inventor should sign this Assignment on the same day as he/she signs the Declaration and Power of Attorney);
- (b) ☐ executed on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_; or
- (c) ☒ filed on December 3, 2008, and assigned Serial No. 12/315,472 or PCT International Application No. \_\_\_\_\_; and

WHEREAS, Lucent Technologies Inc., 600 Mountain Avenue, Murray Hill, New Jersey 07974-0636, USA, hereinafter referred to as Assignee, is desirous of acquiring all right, title, and interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, Assignor agrees to, and hereby does, sell, assign and transfer unto Assignee and its successors in interest, the full and exclusive right, title and interest in the United States of America and throughout the world, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, to the invention as described in the aforesaid application and all United States Letters Patent which may be granted therefore, and all divisions, continuations, reissues, reexaminations and extensions thereof, these rights, title and interest to be held and enjoyed by Assignee to the full end of the term for which the Letters Patent are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and the right to sue for, and recover for past infringements of, or liabilities for, any of the rights relating to any of the applications or patents resulting therefrom;

Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to letters patent any reissue, re-examination, or extension thereof, and for litigation regarding, or for the purpose of protecting title and to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee without further or other compensation than that above set forth;

Assignor hereby covenants that no assignment, sale, license, agreement or encumbrance has been or will be entered into which would conflict with this Assignment; and

Assignor hereby requests the United States Patent and Trademark Office to issue the Letters Patent of the United States of America to Assignee, and requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue the Letters Patent, Utility Model Registration or Inventor's Certificate to Assignee.

The undersigned hereby grant(s) the law firm of Patti, Hewitt & Arezina LLC the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

# ASSIGNMENT

Atty. Docket No. LUC-712/Malhotra 10

*Malhotra*

Richa Malhotra

*30 January 2009*

Dated