

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>ALCATEL USA LP, INC.</td> <td>12/31/1998</td> </tr> <tr> <td>ALCATEL USA GP, INC.</td> <td>12/31/1998</td> </tr> </tbody> </table>		Name	Execution Date	ALCATEL USA LP, INC.	12/31/1998	ALCATEL USA GP, INC.	12/31/1998
Name	Execution Date						
ALCATEL USA LP, INC.	12/31/1998						
ALCATEL USA GP, INC.	12/31/1998						
RECEIVING PARTY DATA							
Name:	ALCATEL USA SOURCING, L.P.						
Street Address:	3400 W. PLANO PKWY.						
City:	PLANO						
State/Country:	TEXAS						
Postal Code:	75075-8011						
PROPERTY NUMBERS Total: 1							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>5027349</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	5027349		
Property Type	Number						
Patent Number:	5027349						
CORRESPONDENCE DATA							
Fax Number:	(202)371-2540						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Phone:	202-371-2600						
Email:	MSPECHT@skgf.com						
Correspondent Name:	Sterne, Kessler, Goldstein & Fox P.L.L.C						
Address Line 1:	1100 New York Ave., N.W.						
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005						
ATTORNEY DOCKET NUMBER:	4444.6660000						
NAME OF SUBMITTER:	Michael D. Specht						

OP \$40.00 5027349

Total Attachments: 4
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ASSIGNMENT AGREEMENT

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

WHEREAS, pursuant to an Assignment Agreement, dated as of the date hereof (the "First Assignment"), immediately after the Merger Effective Time (the "Assignment Effective Time"), Marketing, as the sole stockholder of each of LP and GP, assigned to LP an undivided 99% interest in, to and under the Rights and assigned to GP an undivided 1% interest in, to and under the Rights, upon the terms and subject to the conditions set forth in the First Assignment; and

WHEREAS, each of LP and GP desires to transfer to Sourcing 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 Assignment Effective Time, (a) LP hereby assigns to Sourcing, and Sourcing hereby accepts such assignment from LP of, all of LP's right, title and interest in, to and under the Rights, and (b) GP hereby assigns to Sourcing, and Sourcing hereby accepts such assignment from GP of, all of GP'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 LP or GP or any

violation of law applicable to LP, GP 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, each of LP and GP, as applicable, 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) Each of LP and GP hereby irrevocably constitutes and appoints 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.

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 LP, INC.

By: _____
Janice George, Secretary

ALCATEL USA GP, INC.

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

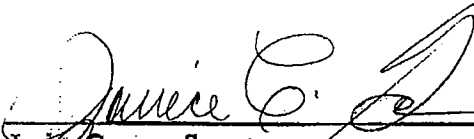
ALCATEL USA SOURCING, L.P.

By: Alcatel USA GP, Inc., its general partner


By: *K.A. Carithers*
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