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JUN 2 2 2009 972 477 9328 P.02/04 JUN-22-2009 06-25-2009 **FORM PTO-1595 WI COVER SHEET** U.S. DEPARTMENT OF COMMERCE (Ref. 6-93) Patent and Trademark Office 3 ONLY OMB-0651-0011 To the Honora. Please record the attached original documents or copy thereof. 103564932 Name of conveying party(ies): 2. Name and address of receiving party(ies) Name: Alcatel-Lucent USA Inc. Laurence Rose Internal Address: Additional name(s) of conveying party(ies) attached? 

Yes 

No 3. Nature of conveyance: Street Address: 600-700 Mountain Avenue Assignment Merger P.O. Box 636 Security Agreement Change of Name City: Murray Hill State: NJ ZIP: 07974-0636 Execution Date(s): Additional name(s) & address(es) attached? 

Yes 

No Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) B. Patent No.(s) 12/422281 [Patent Number not found in DB] Additional numbers attached? 

Yes 

No 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: 1 concerning document should be mailed: Name: Docket Administrator 7. Total fee (37 CFR 3.41) \$40.00 Internal Address: Room 2F-192 ☐ Enclosed Authorized to be charged to deposit account 8. Deposit account number: 12-2325 Street Address: 600-700 Mountain Avenue City: Murray Hill State: NJ ZIP: 07974-0636 (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 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. 06.22-09 Stephen J. Wyse Name of Person Signing Total number of pages including cover sheet, attachments, and document: 6 Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services 24/2009 DBYRNE 90000018 122325
Director of the US Patent and Trademark Office 12422281 43.00 DA 01 FC:8021 PO Box 1450 Alexandria, VA 22313-1450 Case Name/No.: 803514 I hereby certify that this correspondence is being facsimile transmitted to the Commissioner for Patents Fax No. 571-273-8300 on the date shown below. tueldo Moskenham PAGE 2/4 \* RCVD AT 6/22/2009 1:37:14 PM [Eastern Daylight Time] \* SVR:USPTO-EFXRF-6/30 \* DNIS:2738300 \* CSID:972 477 9328 \* DURATION (mm-ss):01-48-

PATENT

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ALCATEL USA, INC.

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Docket No.: 803514 WJT002-0111

#### ASSIGNMENT

This ASSIGNMENT is made and entered into, as of the date set forth below, by the undersigned in favor of Alcatel-Lucent USA Inc., a corporation of the State of Delaware, having an office at 600-700 Mountain Avenue, Murray Hill, NJ 07974 ("Assignee").

#### WITNESSETH:

WHEREAS, pursuant to one or more invention, patent, proprietary information or intellectual property agreements or other similar agreements, the undersigned is obligated to assign and transfer to a subsidiary of Assignee all of the undersigned's right, title and interest in and to intellectual property described in the agreements;

WHEREAS, such subsidiary and certain other subsidiaries of Assignee are ultimately obligated, by certain inter-company agreements (including the General Relations Agreement between Assignee and such subsidiaries), to assign to Assignee the intellectual property that is to be assigned by the undersigned under this Assignment; and

WHEREAS, such subsidiaries have, for convenience, implemented a process in which the undersigned is to execute and deliver this Assignment directly in favor of Assignee, with the understanding that the assignments and transfers of this Assignment shall be deemed to have been made through the relevant subsidiaries in accordance with their assignment obligations in the inter-company agreements referred to above;

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees as follows:

- 1. The undersigned does hereby assign and transfer to Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to any and all inventions which are described in the application for United States Patent identified below and to any and all improvements thereto.
- 2. The undersigned does hereby assign and transfer to Assignee the entire right, title and interest to all applications (including provisional, divisionals, continuations, substitutions, reissues, and extensions), which have been or shall be filed in the United States and all foreign countries and under the terms of any treaties or conventions (including the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, and the European Patent Convention) relating to said invention and any of said improvements; and in and to all rights of priority resulting from the filing of any such applications.
- 3. The undersigned agrees that Assignee may apply for and receive patents for said invention and improvements in its own name; and that, when requested, without charge to, but at the expense of, Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all provisional, divisional, continuations, substitutions, reissues, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to Assignee, its successors, assigns, and representatives, all facts known to undersigned relating to said inventions and improvements and the history thereof; and generally do everything possible which Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and improvements, and for vesting title to said invention and improvements, and all applications for patents and all patents on said invention and improvements, in Assignee, its successors, assigns and legal representatives.

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Docket No.: 803514 WJT002-0111

4. The undersigned represents and warrants to Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

The Application for U.S. Patent entitled LOOP PREVENTION MECHANISM FOR ETHERNET RING PROTECTION

|             | has been executed by the undersigned on                     |  |
|-------------|---|--|
| $\boxtimes$ | has been executed by the undersigned concurrently herewith. |  |
| П           | was filed on and assigned Serial No.                        |  |

This Assignment also includes U.S. Provisional Application No. 61/132,714, filed June 20, 2008, entitled Loop Prevention Mechanism for the ITU Standard ITU-T G.8302 Ethernet Ring Protection.

IN WITNESS WHEREOF, the undersigned has duly executed this Assignment on the date indicated below:

Signature:

JUN-22-2009 14:09

Laurence Rose 6652 Smoketree Ave. Oak Park, CA 91377

U.S.A.

RECORDED: 06/22/2009

Date: 6/1/200

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