

PATENT ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| GENUITY SOLUTIONS INC. | 06/30/2000 |
| RECEIVING PARTY DATA | |
| Name: | GTE SERVICE CORPORATION |
| Street Address: | 1255 CORPORATE DRIVE |
| City: | IRVING |
| State/Country: | TEXAS |
| Postal Code: | 75038 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 12343693 |
| CORRESPONDENCE DATA | |
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| ATTORNEY DOCKET NUMBER: | 00-8027C1 |
| NAME OF SUBMITTER: | Joseph R. Palmieri |
| Total Attachments: 21 source=00-8027C1_GTE-Assignment_6-30-00#page1.tif source=00-8027C1_GTE-Assignment_6-30-00#page2.tif source=00-8027C1_GTE-Assignment_6-30-00#page3.tif source=00-8027C1_GTE-Assignment_6-30-00#page4.tif | |

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INTELLECTUAL PROPERTY OWNERSHIP AND CROSS LICENSE AGREEMENT

THIS INTELLECTUAL PROPERTY OWNERSHIP AND CROSS LICENSE AGREEMENT ("Agreement") effective as of the closing of the initial public offering of Genuity Inc. common stock (the "Effective Date"), is made between GTE Service Corporation, a New York corporation, with offices for this Agreement at 1255 Corporate Drive, Irving, Texas 75038, and its Affiliates ("GTE") on the one hand, each only with respect to their respective obligations hereunder, and Genuity Solutions Inc., a Delaware corporation, with offices for this Agreement at 3 Van de Graaff Drive, Burlington, Massachusetts 01803 ("GENUITY") on the other hand.

WHEREAS, GENUITY and GTE by this Agreement apportion between them the ownership, by mutual agreement, of existing patents and patent applications, agree to joint ownership of existing non-statutory Intellectual property (excluding previously licensed software) due to the inability to identify, segregate and apportion such existing non-statutory Intellectual property between them, and grant each other a non-exclusive, royalty-free license under existing patents and patent applications each party owns.

Now, therefore, in mutual consideration of the promises and obligations set forth below, the parties agree as follows:

1. General.

GTE and GENUITY desire to establish a contractual relationship that will (i) define the ownership of certain Intellectual property rights as between GENUITY and GTE, and (ii) grant GENUITY and GTE certain licenses and other rights in and to intellectual property rights owned by the other party, all in accordance with the terms and conditions set forth in this Agreement.

2. Definitions.

For purposes of this Agreement, and in addition to certain terms defined on first use herein and in any schedule attached hereto, the following terms shall have the following meanings.

2.1. "Affiliate" shall mean an entity that controls, is under common control with, or that is controlled by, the entity with which it is affiliated.

2.2. "Confidential Information" shall mean (i) all ideas and information of any kind, including, without limitation, technology, know-how, technical data, products, software, works of authorship, assets, operations, contractual relationships, business plans or any other aspect of either party's business, in written, other tangible or electronic form provided by one party (the "disclosing party") to the other party ("the receiving party") which is labeled by the disclosing party as "confidential", "proprietary" or with a legend of similar import; (ii) software in any form (including, without limitation, related documentation), whether or not labeled in accordance with the preceding; (iii) Non-Statutory Intellectual Property obtained from the disclosing party; and (iv) information orally disclosed and identified as confidential at the time of such disclosure which is summarized in writing within thirty (30) days of such disclosure. Confidential Information shall not, however, include any information that (a) lawfully in the receiving party's possession, with no restriction on use or disclosure, prior to its acquisition from the disclosing party; (b) received in good faith by the receiving party, with no restrictions on use or disclosure, from a third party not subject to any confidential obligation to the

disclosing party; (c) now or later becomes publicly known through no breach of confidential obligation by the receiving party; (d) released by the disclosing party to any other person, firm or entity (including, without limitation, governmental agencies or bureaus) without restriction on use or disclosure; or (e) independently developed by or for the receiving party without any reliance on or use of Confidential Information of the disclosing party. The foregoing exceptions shall not apply to software in any form.

2.3. "Existing Patents", shall mean (i) the patents, patent applications and Invention Disclosures (together with any patents issuing on the foregoing patent applications and Invention Disclosures, divisions, continuations or continuations-in-part thereof; patents, patent extensions, certificates of invention, reissues, renewals and additions thereof) listed on Schedule 2.3A to this Agreement; (ii) the patents, patent applications and Invention Disclosures (together with any patents issuing on the foregoing patent applications and Invention Disclosures, divisions, continuations or continuations-in-part thereof; patents, patent extensions, certificates of invention, reissues, renewals and additions thereof) listed on Schedule 2.3B to this Agreement; and (iii) all other patents and patent applications (together with any patents issuing on the foregoing patent applications, divisions, continuations or continuations-in-part thereof; patents, patent extensions, certificates of invention, reissues, renewals and additions thereof) existing as of the Effective Date and owned by GTE or any Affiliate of GTE (including, without limitation, GENUITY; but excluding, however, any Affiliate of GTE resulting from a merger of GTE with a third party at any time after March 17, 2000

2.4. "Intellectual Property Rights" shall mean Existing Patents and Jointly Owned Non-Statutory Intellectual Property.

2.5. "Invention Disclosure" shall mean a disclosure, in written or electronic form, of subject matter which is intended to be the subject of one or more patent applications and was prepared in conformance with the internal policies of a party hereto.

2.6. "Jointly-Owned Non-Statutory Intellectual Property" shall mean all Non-Statutory Intellectual Property existing and owned by either or both parties hereto or any of their Affiliates as of the Effective Date, but excluding any Previously Licensed Non-Statutory Intellectual Property and also excluding all Non-Statutory Intellectual Property owned by an Affiliate of GTE resulting from the merger of GTE with a third party after March 17, 2000.

2.7. "Non-Statutory Intellectual Property" shall mean all unpatented inventions (whether or not patentable), trade secrets, know-how and proprietary information, including but not limited to (in whatever form or medium), discoveries, ideas, compositions, formulae, computer programs (including, without limitation, source and object codes and documentation, but excluding Software, Documentation and other intellectual property licensed by either party hereto to the other pursuant to a Software License Agreement (as those capitalized terms are defined therein)), databases, drawings, designs, plans, proposals, specifications, photographs, samples, models, processes, procedures, data, information, manuals, reports, financial, marketing and business data, pricing and costing information, correspondence and notes to the extent owned by either party hereto as of the Effective Date; provided, however, the foregoing shall not include any Third Party Intellectual Property Rights or any copyrights, trademarks, service marks, corporate names, domain names or applications for any of the foregoing.

2.8. "Other Existing Intellectual Property" shall mean all copyrights, trademarks, service marks, corporate names, domain names or applications for any of the foregoing existing as of the Effective Date and owned as of the Effective Date by a party hereto.

2.9. "Other Intellectual Property" shall mean all copyrights, trademarks, service marks, corporate names, domain names or applications for any of the foregoing developed, created or acquired from a third party after the Effective Date which are owned by a party hereto.

2.10. "Previously Licensed Non-Statutory Intellectual Property" shall mean that portion of Non-Statutory Intellectual Property which exists and is owned by one party hereto (or its Affiliates) as of the Effective Date and is licensed to the other party hereto (or its Affiliates) pursuant to a separate written agreement, including, without limitation, the Software License Agreement (as defined hereinbelow), effective on or before the Effective Date.

2.11. "Software License Agreement" shall mean that certain Software License Agreement among the parties of even date herewith.

2.12. "Third Party Intellectual Property" shall mean any patents, copyrights, software trade secrets, trademarks, service marks, proprietary information and other intellectual property, in any form, that is owned by a third party and is required or useful for the exercise of any rights or licenses in Intellectual Property Rights conveyed or granted pursuant to this Agreement.

3. Ownership.

3.1. Existing Patents. On the terms and subject to the conditions set forth herein and subject to rights and licenses granted to third parties on or before the Effective Date, the ownership of all right, title and interest in and to the Existing Patents as of and after the Effective Date shall be apportioned as follows and each party hereto agrees to execute such documents of assignment and to take such other actions as may be required to effect the following:

(a) ~~The Existing Patents~~ listed on Schedule 2.3A hereto shall be owned exclusively by GENUITY;

(b) ~~The Existing Patents~~ listed on Schedule 2.3B hereto shall be jointly owned by GENUITY and GTE, with neither party being obligated to account to the other therefor; and

(c) All other Existing Patents shall be owned exclusively by GTE.

3.2. Jointly-Owned Non-Statutory Intellectual Property. On the terms and subject to the conditions set forth herein and subject to the rights and licenses granted to third parties on or before the Effective Date, GENUITY and GTE shall jointly own, as of the Effective Date all right, title and interest in and to any and all Jointly-Owned Non-Statutory Intellectual Property, with neither party being required to account to the other therefor. Previously Licensed Non-Statutory Intellectual Property shall continue to be owned solely and exclusively by the owner thereof, and its use and other rights therein by the other party defined by the terms and conditions of such separate agreements

between GTE and GENUITY or their respective Affiliates applicable to such Previously Licensed Non-Statutory Intellectual Property.

3.3. Other Existing Intellectual Property. Other Existing Intellectual Property shall continue to be owned after the Effective Date by the party owning such Other Existing Intellectual Property on the Effective Date.

3.4. Other Intellectual Property.

(a) Except as other expressly provided in Sections 3.40 for certain Other Intellectual Property, ownership by any party hereto of any and all right, title and interest in and to Other Intellectual Property shall be determined in accordance with applicable law and/or any agreements into which such party has entered with its employees, subcontractors, agents or other third parties

(b) In certain circumstances, it may be possible to obtain Other Intellectual Property in and to Jointly-Owned Non-Statutory Intellectual Property. Notwithstanding joint ownership of Jointly-Owned Non-Statutory Intellectual Property, the right to seek any Other Statutory Intellectual Property on the Jointly-Owned Intellectual Property, and the ownership in and to any right, title and interest of any such Other Intellectual Property that may result, shall be determined in accordance with the following:

- (i) for any and all Other Intellectual Property in and to works of authorship and mask works that are Jointly-Owned Non-Statutory Intellectual Property, the party or parties that employ at least one author of such work (or in the case of a work-for-hire, one contributor to such work) immediately after the Effective Date shall have the right to seek such Other Intellectual Property in and to such works and ~~shall exclusively~~ own, as between the parties, all right, title and interest in and to any Other Intellectual Property that result therefrom;
- (ii) In the event of multiple authors and/or contributors, as the case may be, at least one of which authors and/or contributors is employed immediately after the Effective Date by each of the parties hereto, all right, title and interest in and to such Other Intellectual Property that results therefrom shall be jointly owned by both parties, without the obligation of either party to account to the other therefor, and
- (iii) in the event that the author(s) or contributor(s), as the case may be, is not employed by any of the parties hereto, all right, title and interest in and to such Other Intellectual Property that results therefrom shall be jointly owned by GENUITY and GTE, with neither party having a duty to account to the other for the exploitation thereof.

3.5. Preparation, Prosecution and Enforcement of Intellectual Property Rights. Except as provided below for jointly-owned Intellectual Property Rights, the owner of the Intellectual Property Rights, at its expense, shall control the preparation, filing and

prosecution of any patent applications directed to such Intellectual Property Rights and to the maintenance and enforcement of any patents that result therefrom, and the other party hereto shall cooperate with the owner in such efforts at the owner's reasonable request and expense. For purposes of Intellectual Property Rights which are jointly owned, GTE shall control the preparation, filing and prosecution of such Intellectual Property Rights and the cost thereof shall be borne equally by GTE and GENUITY; provided, however, that (i) GTE will consult with GENUITY regarding the choice of foreign jurisdictions in which to protect such Intellectual Property Rights; (ii) GTE will provide copies of all documents filed with or received from the relevant patent or other government offices in connection with the prosecution of such Intellectual Property Rights; and (iii) the choice of prosecution counsel shall be reasonably satisfactory to GENUITY. If GTE refuses to file a patent application for protection of any such jointly owned Intellectual Property Rights after GENUITY has requested that GTE do so, GENUITY may do so, with counsel reasonably satisfactory to GTE, and the cost thereof shall be borne equally by GTE and GENUITY.

3.6. Limitations and Obligations of Ownership.

REDACTED

REDACTED

(d) GTE acknowledges and agrees that, as between the parties and as of the Effective Date, GENUITY exclusively owns any and all right, title and interest in Existing Patents listed on Schedule 2.3A, and that under this Agreement, GTE shall acquire no right, title, or interest in or to any of the foregoing, other than any rights expressly granted hereunder.

(e) GENUITY acknowledges and agrees that, as between the parties and as of the Effective Date, GTE exclusively owns any and all right, title and interest in Existing Patents (other than Existing Patents listed on Schedules 2.3A and 2.3B), and that under this Agreement, GENUITY shall acquire no right, title, or interest in or to any of the foregoing, other than any rights expressly granted hereunder.

(f) Notwithstanding anything contained in this Agreement, each party expressly reserves the right to enforce its agreements with current and former employees relating to Intellectual Property Rights or relating to obligations of confidentiality, nondisclosure and nonuse of proprietary or confidential information.

4. License Grants.

REDACTED

REDACTED

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5. Other Limitations on Ownership and Licenses.

6. Warranties.

REDACTED

7. Limitation of Liability

8. Confidential Information.

REDACTED

9. Dispute Resolution.

10. General.

REDACTED

development, production, testing, stockpiling or use of: (i) nuclear weapons or facilities to produce nuclear explosives, (ii) missiles, or (iii) chemical or biological warfare agents. Each party agrees to comply with all applicable laws and regulations relating to the exportation of technical information, as they currently exist and as they may be amended from time to time.

10.3. Assignment Subcontracting. Neither this Agreement nor any rights or obligations hereunder shall be assignable by either of the parties without the other party's prior written consent; provided, however, that each party may assign this Agreement to any Affiliate or to any purchaser of any of such party or of such party's business to which such license relates upon the sale of all or substantially all of the assets of such business or upon a merger, stock swap or other means by which a third party acquires that part of such party's business to which such license relates. Any attempted or purported assignment in violation of the foregoing shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of each party hereto.

10.4. Waiver of Terms and Conditions. Failure to enforce any of the terms or conditions of this Agreement shall not constitute a waiver of any such terms or conditions, or of any other terms or conditions.

10.5. Severability. Where any provision of this Agreement is declared invalid, illegal, void or unenforceable, or any changes or modifications are required by regulatory or judicial action, and any such invalid, illegal, void or unenforceable provision, or such change or modification, substantially affects any material obligation of a party hereto, the remaining provisions of this Agreement shall remain in effect and the parties shall mutually agree upon a course of action with respect to such invalid provision or such change or modification to the end that the purposes of this Agreement are carried out.

10.6. Governing Law. This Agreement, and the rights and obligations contained in it, shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction.

10.7. No Unreasonable Delay or Withholding. Where agreement, approval, acceptance, consent or similar action by GENUITY or GTE is required, such action shall not be unreasonably delayed or withheld.

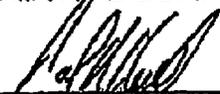
10.8. Force Majeure. If performance of any obligations by either party under this Agreement is prevented, restricted or interfered with by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, including, without limitation, strikes, slowdowns, picketing or boycotts, communication line failures, power failures, or any other circumstances beyond the reasonable control and not involving any fault or negligence of the party affected, the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis during the continuance of such prevention, restriction or interference (and the other party shall likewise be excused, on a day-to-day basis during the same period, from performance of its obligations which are dependent upon or affected by such nonperformance); provided, however, that the party so affected shall use its best reasonable efforts to avoid or remove such causes of nonperformance and both parties shall proceed immediately

with the performance of their obligations under this Agreement whenever such causes are removed or cease.

10.9. Entire Agreement. This Agreement represents the entire understanding between the parties with the respect to its provisions and cancels and supercedes all prior agreements or understandings, whether written or oral, with respect to the subject matter. This Agreement may only be modified or amended by an instrument in writing signed by duly authorized representatives of the parties. This Agreement shall be deemed to include all Schedules attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers to be effective as of the Effective Date.

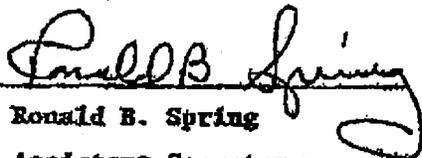
GTE SERVICE CORPORATION

By: 

Name: Paul E. Shuell

Title: Vice President and Controller

Date: JUN 22 2000

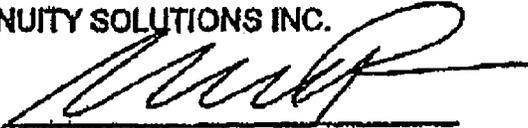
By: 

Name: Ronald B. Spring

Title: Assistant Secretary

Date: JUN 22 2000

GENUITY SOLUTIONS INC.

By: 

Name: Ira H. Parker

Title: Senior Vice President and General Counsel

Date: 6/27/00

SCHEDULE 2.3A

97-416

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SCHEDULE 2.3B

97-415 JA

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