

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Transfer Assignment
CONVEYING PARTY DATA	
Name	Execution Date
EVOLIUM S.A.S.	03/29/2007
RECEIVING PARTY DATA	
Name:	Alcatel Lucent
Street Address:	54, rue La Boetie
City:	Paris
State/Country:	FRANCE
Postal Code:	75008
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11376085
Application Number:	11319712
CORRESPONDENCE DATA	
Fax Number:	(908)582-3850
Phone:	908-582-4662
Email:	narpatent@alcatel-lucent.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Gregory J. Murgia
Address Line 1:	600-700 Mountain Avenue
Address Line 2:	Docket Administrator - Room 3D-201E
Address Line 4:	Murray Hill, NEW JERSEY 07974-0636
ATTORNEY DOCKET NUMBER:	NOV11 EVOLIUM TO AL-FR
NAME OF SUBMITTER:	Gregory J. Murgia
Total Attachments: 3 source=IP transfer agreement Evolium to Alcatel Lucent - 29-MAR-2007#page1.tif source=IP transfer agreement Evolium to Alcatel Lucent - 29-MAR-2007#page2.tif source=IP transfer agreement Evolium to Alcatel Lucent - 29-MAR-2007#page3.tif	

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 REEL: 027048 FRAME: 0396

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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This Intellectual Property Transfer Agreement ("IP Agreement") is made on January 1st, 2007 ("Effective Date"), by and between Alcatel Lucent, a French Company organized and existing under the laws of France, having its registered office 54 rue La Boétie, 75008 Paris, France ("Transferee"), and EVOLIUM S.A.S., a French corporation having its principal place of business at 10, rue Latécoère, 78141 Velizy Cedex, France (hereafter referred to as "Transferor"),

RECITALS

A. The Transferor has been established in 2000 by the Transferee and Fujitsu Ltd ("Fujitsu") as a joint venture company. In 2006 the transferee and Fujitsu decided to terminate the joint venture and subsequently Transferee indirectly acquired through appropriate transactions Fujitsu's ownership interest in the Transferor, so that Transferee now indirectly owns 100% of the shares in Transferor.

B. Transferor owned and still owns the Intellectual Property, which shall be made available to Transferee and certain of Transferee's affiliated companies under Transferee's system of general relations agreements.

C. Pursuant to the foregoing, Transferor shall transfer to Transferee all of Transferor's right, title and interest in and to the Intellectual Property.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the IP Agreement Transferor and Transferee agree as follows:

ARTICLE 1 DEFINITIONS

"Intellectual Property" shall mean all patents (including without limitation, all U.S. and foreign patents, patent applications (including provisional applications), patent disclosures and any and all divisions, continuations, continuations-in-part, reissues, reexaminations and extensions thereof ("Patents"), design rights, copyrights (whether registered or not) and any renewal rights therefore, sui generis database rights, statistical models, technology, inventions, trade secret, proprietary information, know-how, computer programs or applications in both source and object code forms, databases, technical documentation of such software programs, mask works, registrations and applications for any of the foregoing, anywhere in the world, and all associate goodwill, all of the foregoing to the extent owned or controlled by Transferor on the Effective Date.

"Party/Parties" shall mean Transferor and/or Transferee as the context may require.

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ARTICLE 2 TRANSFER

With effect as from the Effective Date, Transferor does hereby irrevocably sell, transfer, convey, assign and deliver to Transferee all of Transferor's right, title and interest in and to the Intellectual Property including, but without limiting the foregoing with respect to

- 2.1 Patents and regarding Patents that are patent applications, any patents that may issue therefrom, including any foreign counterparts, patents or patent applications to which the Patents claim priority, divisionals, continuations in whole or in part, reexaminations, reissues or extensions thereof, and the right to claim priority to any of the preceding, the same to be held by Transferee for Transferee's own use and enjoyment, and for the use and enjoyment of Transferee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Transferor if this IP Agreement and transfer had not been made; together with all claims for damages by reason of past infringements of the Patents and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted, for the use and benefit of Transferee and its successors, assigns and other legal representatives; or
- 2.2 Copyrights (including, without limitation, in and to all copyrights and works protectable by copyright, whether now owned or hereafter created or acquired, under the United States Copyright Act of 1976 or under any other copyright law or similar law, statutory or common law, now or hereafter in force and effect in the United States or any other countries or pursuant to any treaties, covenants, or proclamations), and including, without limitation, the right to sue for and recover damages for any past, present or future infringement as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted, to have and to hold the same, unto Transferee, its successors, assigns and nominees, for the full duration of all such rights, and any renewals and extensions thereof, as fully and entirely as the same would have been held by Transferor had this IP Agreement and transfer not been made. In the event that it is not permitted by applicable law in any jurisdiction to assign the copyrights, then Transferor does hereby assign, convey and transfer unto Transferee, according to the terms of Articles 2 and 2.2, all rights associated with the exploitation of the copyrights.

ARTICLE 3 OTHER RIGHTS AND OBLIGATIONS

Transferor shall upon request of Transferee execute and deliver any document or such other instruments provided to it by Transferee required for the (i) transfer of title to the Intellectual Property to Transferee and (ii) to register the transfer of title, all duly signed by the Transferor or other applicable party.

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ARTICLE 4 CONSIDERATION

As consideration for the transfer of the Intellectual Property from Transferor to Transferee, Transferor shall pay to Transferee within 30 days as of the date of the last signature of this IP Agreement the amount of 1€ (in words: one Euro) to the bank account designated by Transferor.

ARTICLE 5 MISCELLANEOUS

- 5.1 This IP Agreement shall become effective at the Effective Date or the date of the last signature of the Parties hereto, whichever is earlier.
- 5.2 Each Party represents and warrants, that it has the full power and authority to enter into this IP Agreement.
- 5.3 The Intellectual Property is transferred "as is" and no representations or warranties are given whether express or implied or otherwise with respect to the validity, enforceability or any other cause relating to the Intellectual Property.
- 5.4 If any provision of this IP Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this IP Agreement shall otherwise remain in full force and effect and enforceable.
- 5.5 This IP Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of France without regard of conflicts of laws provisions thereof.
- 5.6 No amendment, variation or modification of this IP Agreement shall be valid or binding upon the Parties unless made in writing and signed by an authorized representative of both Parties.

IN WITNESS WHEREOF, each of the Parties has caused this IP Agreement to be executed in duplicate originals by its duly authorized representatives on the respective dates entered below:

Evolium SAS

By: 

Date: 15/03/07

Alcatel Lucent

By: 

Date: 29-March-2007

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