

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Telcordia Technologies, Inc.	11/02/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TTI Inventions E LLC
<b>Street Address:</b>	2711 Centerville Road
<b>Internal Address:</b>	Suite 400
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19808
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12623728
Application Number:	12828354
Application Number:	10170049
Application Number:	11444763
Application Number:	11429686
Application Number:	11444764
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(608)258-4258
<b>Phone:</b>	608-258-4292
<b>Email:</b>	ptomailmadison@foley.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Correspondent Name:</b>	Paul S. Hunter
<b>Address Line 1:</b>	Foley & Lardner LLP
<b>Address Line 2:</b>	150 E. Gilman St.
<b>Address Line 4:</b>	Madison, WISCONSIN 53701-1497

**OP \$240.00 12623728**

NAME OF SUBMITTER:

Paul S. Hunter

**Total Attachments: 4**

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ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Telcordia Technologies, Inc., a Delaware corporation, having offices at One Telcordia Drive, Piscataway, NJ 08854 ("Assignor"), does hereby sell, assign, transfer, and convey unto TTI Inventions E LLC, a Delaware limited liability company, having an address at 2711 Centerville Road, Suite 400, Wilmington, DE 19808 ("Assignee"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "Patent Rights"):

- (a) the provisional patent applications, patent applications and patents listed in the table below (the "Patents");
- (b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, and/or (ii) for which any of the Patents directly or indirectly forms a basis for priority;
- (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);
- (d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;
- (e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;
- (f) inventions, invention disclosures, and discoveries described in any of the Patents to the extent that any such inventions, invention disclosures, and discoveries (i) are included in any claim in the Patents, (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceedings brought on any of the Patents, or (iii) could have been included as a claim in any of the Patent;
- (g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;
- (h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for
  - (i) damages,
  - (ii) injunctive relief, and
  - (iii) any other remedies of any kind

for past, current, and future infringement; and

(3) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

<u>Patent or application no.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventors</u>
7809267	US	06/01/2006	Coherent gated receiver Ronald Charles Menendez
CA2653991	CA	05/29/2007	COHERENT GATED RECEIVER Ronald C. Menendez
EP07873763.2	EP	05/29/2007	COHERENT GATED RECEIVER Ronald C. Menendez
7646980	US	05/08/2006	Variable spectral phase encoder/decoder based on decomposition of Hadamard codes Ronald C. Menendez
12/623728	US	11/23/2009	Variable Spectral Phase Encoder/Decoder Based on Decomposition of Hadamard Codes Ronald C. Menendez
CA2651497	CA	05/04/2007	VARIABLE SPECTRAL PHASE ENCODER/DECODER BASED ON DECOMPOSITION OF HADAMARD CODES Ronald C. Menendez
EP07867101.3	EP	05/04/2007	VARIABLE SPECTRAL PHASE ENCODER/DECODER BASED ON DECOMPOSITION OF HADAMARD CODES Ronald C. Menendez
7778547	US	06/01/2006	Code grouping for optical networks

<u>Patent or application</u> <u>no.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First</u> <u>Named Inventors</u>
12/828354	US	07/01/2010	Ronald Charles Menendez Code Grouping for Optical Networks
CA2653906	CA	05/29/2007	Ronald Charles Menendez CODE GROUPING FOR OPTICAL NETWORKS
EP07777296.0	EP	05/29/2007	Ronald C. Menendez CODE GROUPING FOR OPTICAL NETWORKS
6768963	US	06/12/2002	Ronald C. Menendez Geo-location systems  Anthony A. Triolo

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

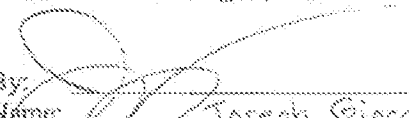
Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Rockaway NJ on 11/2/2011.

ASSIGNOR:

Telecordia Technologies, Inc.

By:   
Name: Joseph Giordano  
Title: General Counsel & EVP  
(Signature MUST be notarized)

STATE OF New Jersey )  
  ) ss.  
COUNTY OF Middlesex )

On 11/2/2011, before me, Michelle Genieczo, Notary Public in and for said State, personally appeared Joseph Giordano, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Michelle Genieczo (Seal)

MICHELLE D. GENIECZKO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 8/11/2012