

## PATENT ASSIGNMENT

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| SUBMISSION TYPE:   | NEW ASSIGNMENT                |
| NATURE OF CONVEYANCE:  | ASSIGNMENT                    |
| CONVEYING PARTY DATA   |                               |
| Name   | Execution Date                |
| Lucent Technologies Inc.   | 01/30/2001                    |
| RECEIVING PARTY DATA   |                               |
| Name:  | Agere Systems Guardian Corp.  |
| Street Address:  | 1110 American Parkway NE      |
| City:  | Allentown                     |
| State/Country:   | PENNSYLVANIA                  |
| Postal Code:   | 18109                         |
| PROPERTY NUMBERS Total: 1  |                               |
| Property Type  | Number                        |
| Patent Number:   | 6408232                       |
| CORRESPONDENCE DATA  |                               |
| Fax Number:  | (610)712-3774                 |
| Phone:   | 610-712-3757                  |
| Email:   | rachel.panczyszin@lsi.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:  | Rachel Panczyszin             |
| Address Line 1:  | 1110 American Parkway NE      |
| Address Line 4:  | Allentown, PENNSYLVANIA 18109 |
| ATTORNEY DOCKET NUMBER:  | CANNON 101-90-47              |
| NAME OF SUBMITTER:   | Rachel Panczyszin             |
| Total Attachments: 8<br>source=Lucent to Agere Systems Guardian 6408232#page1.tif<br>source=Lucent to Agere Systems Guardian 6408232#page2.tif<br>source=Lucent to Agere Systems Guardian 6408232#page3.tif<br>source=Lucent to Agere Systems Guardian 6408232#page4.tif<br>source=Lucent to Agere Systems Guardian 6408232#page5.tif<br>source=Lucent to Agere Systems Guardian 6408232#page6.tif<br>source=Lucent to Agere Systems Guardian 6408232#page7.tif<br>source=Lucent to Agere Systems Guardian 6408232#page8.tif |                               |

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EXECUTION COPY

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PATENT ASSIGNMENT

by and between

LUCENT TECHNOLOGIES INC.

and

AGERE SYSTEMS GUARDIAN CORP.

Dated as of January 30, 2001

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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), effective as of January 30, 2001 (the "Effective Date"), is by and between Lucent Technologies Inc., a Delaware corporation, with offices at 600 Mountain Avenue, Murray Hill, New Jersey 07974, United States of America, ("ASSIGNOR") and Agere Systems Guardian Corp., a Delaware corporation, with offices at 555 Union Boulevard, Allentown, PA 18109, United States of America ("Agere Systems Guardian").

### RECITALS

A. WHEREAS, the Board of Directors of ASSIGNOR has determined that it is in the best interests of ASSIGNOR and its stockholders to separate ASSIGNOR's existing businesses into two independent businesses;

B. WHEREAS, ASSIGNOR presently owns or controls certain patents, patent applications, and invention submissions listed in the attached Appendices A and B (hereinafter "TRANSFERRED PATENTS") and;

C. WHEREAS, in furtherance of the foregoing separation, ASSIGNOR desires to transfer, assign, convey, deliver and vest all of its interests and rights in TRANSFERRED PATENTS for all countries, jurisdictions and political entities of the world, to and in Agere Systems Guardian;

NOW, THEREFORE, in consideration of the premises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ASSIGNOR, subject to existing rights and licenses of third parties, does hereby assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to Agere Systems Guardian, its successors, assigns and legal representatives or nominees, ASSIGNOR's entire right, title and interest, for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement, to all TRANSFERRED PATENTS listed on Appendices A and B, and corresponding counterpart foreign patents and patent applications, with respect to which, and to the extent to which, ASSIGNOR now has or hereafter acquires the right to so assign, convey, transfer and deliver. Agere Systems Guardian recognizes that ASSIGNOR holds only bare legal title to the TRANSFERRED PATENTS listed in Appendix A (which lists the United States Patents and patent applications previously exclusively licensed to Lucent Technologies Microelectronics Guardian Corp.).


ASSIGNOR and ASSIGNEE recognize that the patents listed in Appendices A and B may inadvertently include patents that are owned by various subsidiaries of ASSIGNOR, including Agere, Inc., Ortel Corporation, Optimay Corporation, Hermann Technology, Inc., and Enable Semiconductor, Inc. Ownership of such patents shall not be affected by this Patent

Assignment, and ASSIGNEE agrees that any such patents shall be deemed deleted from Appendices A and B.

ASSIGNOR agrees that, upon request it will, at any time without charge to Agere Systems Guardian, but at Agere Systems Guardian's expense, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for vesting title to TRANSFERRED PATENTS in Agere Systems Guardian, its successors, assigns and legal representatives or nominees; including but not limited to any acts which may be necessary, desirable or convenient for claiming said rights and for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in Agere Systems Guardian and its respective successors, assigns and legal representatives or nominees.

IN WITNESS WHEREOF, the parties have caused this PATENT ASSIGNMENT to be executed by their duly authorized representatives as of the Effective Date.

**LUCENT TECHNOLOGIES INC.**

By:   
Daniel P. McCurdy  
President, Intellectual Property Business

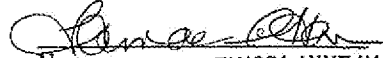
**AGERE SYSTEMS GUARDIAN CORP.**

By: \_\_\_\_\_  
Fred M. Romano  
President

ACKNOWLEDGMENTS

STATE OF NEW JERSEY )  
: ss:  
COUNTY OF SOMERSET )

I CERTIFY that on January 30, 2001, Daniel P. McCurdy personally came before me and this person acknowledged under oath, to my satisfaction that:  
a.) this person signed, sealed and delivered the attached Patent Assignment as President - Intellectual Property Business of Lucent Technologies Inc.; and  
b.) this Patent Assignment was signed and made by Lucent Technologies Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.

  
Name TAMORA ANNE HANNA  
Notary Public Notary Public of New Jersey  
My Commission Expires March 25, 2002  
[Notarial Seal]

STATE OF FLORIDA )  
: ss:  
COUNTY OF ORANGE )

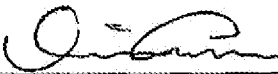
I CERTIFY that on \_\_\_\_\_, 2001, Fred M. Romano personally came before me and this person acknowledged under oath, to my satisfaction that:  
a.) this person signed, sealed and delivered the attached Patent Assignment as Vice President of Agere Systems Guardian Corp.; and  
b.) this Patent Assignment was signed and made by Agere Systems Guardian Corp. as its voluntary act and deed by virtue of authority from its Board of Directors.

\_\_\_\_\_  
Name  
Notary Public  
My Commission Expires:  
[Notarial Seal]

Execution Copy

IN WITNESS WHEREOF, the parties have caused this PATENT ASSIGNMENT to be executed by their duly authorized representatives as of the Effective Date.

## LUCENT TECHNOLOGIES INC.

By:   
Daniel P. McCurdy  
President, Intellectual Property Business

## AGERE SYSTEMS GUARDIAN CORP.

By:   
Fred M. Romano  
President





APPENDIX B (continued)  
Transferred Patents

| Case Name             | Filing Date | Issue Date | Patent No. | Serial No. |
|-----------------------|-------------|------------|------------|------------|
| Brady 3-14            | 8/30/1996   |            | 08/705935  |            |
| Brady 5-10-37-2       | 6/18/1997   | 7/18/2000  | 6090686    |            |
| Brady 7-16-20-46-10-4 | 9/22/1998   |            | 09/158582  |            |
| Brady 8-23-50         | 9/3/1998    |            | 09/146418  |            |
| Brady 9-26-53-6       | 12/2/1998   |            |            | 09/205413  |
| Brady 9-45-9-68-13-29 | 2/19/1999   |            |            | 09/252729  |
| Braun 2-9-5           | 2/11/1999   |            |            | 09/248577  |
| Braun 3-6             | 5/14/1999   |            |            | 09/312165  |
| Brederveld 2-9-4-5-3  | 5/21/1993   |            | 08/065328  |            |
| Britton 11-1-2-6-1-1  | 10/15/1997  | 4/11/2000  | 6049224    |            |
| Britton 13-1-5-3-3    | 10/15/1997  |            | 08/950444  |            |
| Britton 19-2-9-11-6   | 9/18/2000   |            | 09/663272  |            |
| Brooks 1-1-8          | 7/28/1998   |            | 09/123334  |            |
| Brooks 2-2            | 7/29/1999   |            |            | 09/363511  |
| Brooks 5-11-6         | 8/31/1999   |            |            | 09/387181  |
| Broutin 14-24-28      | 7/16/1999   |            |            | 09/356307  |
| Brown 1               | 9/30/1999   |            |            | 09/409171  |
| Brown 1-2-1           | 5/18/2000   |            |            | 09/573260  |
| Brown 1-26            | 10/15/1999  |            |            | 09/418652  |
| Brown 1-43-7          | 6/7/2000    |            |            | 09/589816  |
| Brown 2-5-2           | 5/25/1999   |            |            | 09/318511  |
| Brown 3-2-3           | 5/25/1999   |            |            | 09/318481  |
| Brown 7-186-52        | 10/25/1999  |            |            | 09/426457  |
| Brown 8-187-53        | 10/25/1999  |            |            | 09/426453  |
| Brown 9-199-58        | 8/22/2000   |            | 09/643784  |            |
| Bryant 1-8-4          | 2/18/1999   |            |            | 09/252416  |
| Buckfeller 7-53-43    | 11/6/1998   |            |            | 09/276086  |
| Buckfeller 8          | 9/7/1999    |            |            | 09/390181  |
| Bude 4-2              | 10/13/1998  | 1/4/2000   | 6011722    | 09/170819  |
| Bude 6-3-8            | 3/12/1999   |            |            | 09/268447  |
| Buhrke 5-16           | 11/8/1999   |            |            | 09/435192  |
| Bullman 1-1           | 6/30/1999   |            |            | 09/343828  |
| Bullman 2             | 2/17/2000   |            |            | 09/508095  |
| Bullman 3-4           | 12/17/1999  |            |            | 60/172322  |
| Bullman 4-1           | 1/3/2000    |            |            | 60/174205  |
| Bullman 5-2-2-4       | 2/8/2000    |            |            | 60/181037  |
| Bullman 6-3-3-5       | 2/18/2000   |            |            | 60/183520  |
| Bulusu 1              | 12/20/1999  |            |            | 09/467612  |
| Burger 3-20-3         | 4/9/1997    |            | 09/176279  |            |
| Burm 4-13-15-10-8     | 3/10/2000   |            |            | 09/523210  |
| Burns 2-9-6           | 4/20/1998   |            | 09/063088  |            |
| Burns 4               | 10/14/1998  |            |            | 09/172457  |
| Burns 5-19            | 10/16/1998  |            |            | 09/174198  |
| Burns 6-21            | 10/14/1998  |            |            | 09/172378  |
| Burns 8               | 3/4/1999    |            |            | 09/262280  |
| Burns 9-4             | 1/29/1999   |            |            | 09/240953  |
| Burroughs 1-4         | 6/17/1998   | 6/13/2000  | 6076136    |            |
| Burroughs 2-1         | 1/24/2000   |            |            | 09/489652  |
| Burroughs 3-2         | 1/24/2000   |            |            | 09/490434  |
| Burroughs 4-3-4       | 5/31/2000   |            |            | 09/583493  |
| Burton 7-19-2         | 5/20/1998   | 7/4/2000   | 6083838    |            |
| Busking 4-7           | 7/3/1997    |            | 08/887856  |            |
| Busking 5             | 6/27/1997   |            | 08/884155  |            |
| Busking 6-1-2         | 1/7/1999    | 8/22/2000  | 6107684    | 09/226730  |
| Byrne 2-2-5-2-1       | 1/6/1999    |            |            | 09/226399  |
| Cadet 14-8            | 9/9/1999    |            |            | 09/392911  |
| Caminos 1-1-21        | 6/14/1999   |            |            | 09/332061  |
| Campbell 1-7-24-3-46  | 6/9/2000    |            |            | 09/591037  |
| Cannon 100            | 3/23/2000   |            |            | 09/534145  |
| → Cannon 101-90-47    | 4/18/2000   |            |            | 09/551553  |