

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Stephen A. Mattin</td> <td>03/17/1989</td> </tr> <tr> <td>Paul Cummings</td> <td>03/20/1989</td> </tr> <tr> <td>Meichun Hsu</td> <td>03/21/1989</td> </tr> <tr> <td>Ugo O. Gagliardi</td> <td>03/21/1989</td> </tr> </tbody> </table>		Name	Execution Date	Stephen A. Mattin	03/17/1989	Paul Cummings	03/20/1989	Meichun Hsu	03/21/1989	Ugo O. Gagliardi	03/21/1989
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Bell Atlantic Network Services, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>1310 N. Court House Road</td> </tr> <tr> <td>City:</td> <td>Arlington</td> </tr> <tr> <td>State/Country:</td> <td>VIRGINIA</td> </tr> <tr> <td>Postal Code:</td> <td>22201</td> </tr> </table>		Name:	Bell Atlantic Network Services, Inc.	Street Address:	1310 N. Court House Road	City:	Arlington	State/Country:	VIRGINIA	Postal Code:	22201
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
<p>Fax Number: 9087668264 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Email: joseph.r.palmieri@verizon.com</p> <p>Correspondent Name: Joseph R. Palmieri</p> <p>Address Line 1: One Verizon Way</p> <p>Address Line 2: Room 54N074</p> <p>Address Line 4: Basking Ridge, NEW JERSEY 07920</p>											
NAME OF SUBMITTER:	Joseph R. Palmieri										
<p>Total Attachments: 12</p> <p>source=Inventor Assignment 08094144#page1.tif</p> <p>source=Inventor Assignment 08094144#page2.tif</p> <p>source=Inventor Assignment 08094144#page3.tif</p>											

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APPENDIX C

AGREEMENT CONCERNING DEVELOPMENT AND DISCLOSURE OF INFORMATION

This Agreement is made this 17th day of March, 1989 by and between General Systems Group, Inc. (herein "GSG") and the undersigned individual (herein "employee").

WITNESSETH:

WHEREAS, GSG has agreed to provide to Bell Atlantic Network Services, Inc. (herein "Bell Atlantic") certain consulting services relating to the investigation of techniques for introducing broadband Integrated Services Digital Network capabilities, as described more fully in an agreement between GSG and Bell Atlantic effective March 15, 1989 (herein "the GSG/Bell Atlantic Contract"); and

WHEREAS, Employee has agreed with GSG to assist GSG in performing GSG's obligations under the GSG/Bell Atlantic Contract and has agreed to be bound by the terms and conditions of the GSG/Bell Atlantic Contract; and

WHEREAS, in connection with work on the GSG/Bell Atlantic Contract GSG or Bell Atlantic may find it beneficial to disclose to Employee certain confidential and proprietary information belonging to GSG or Bell Atlantic;

NOW, THEREFORE, it is hereby understood and agreed as follows:

1. NON-DISCLOSURE

- a. The term "Information" as used in this Agreement means all specifications, drawings, sketches, models, samples, reports, plans, forecasts, current and historic data, computer programs or documentation, or other technical or business information obtained, directly or indirectly, by Employee from GSG or from Bell Atlantic in connection with Employee's work on the GSG/Bell Atlantic Contract.
- b. Unless GSG or Bell Atlantic acknowledges in writing to the contrary, all Information, as defined herein, shall remain the property of GSG or Bell Atlantic and shall be presumed to be confidential and proprietary and will be so treated by Employee.
- c. With respect to said Information, Employee shall:
 - 1) use said Information only for purposes directly related to work under the GSG/Bell Atlantic Contract;

- 2) restrict disclosure of said Information solely to those employees of GSG or Bell Atlantic with a need to know such Information in order to complete GSG's work under the GSG/Bell Atlantic Contract, and not disclose said Information to any other persons;
 - 3) advise all persons given access to the Information of the obligation for protecting the confidentiality of said Information; and
 - 4) use a degree of care appropriate for the protection of confidential or proprietary Information.
- d. All Information disclosed by Bell Atlantic to Employee shall be returned by Employee to GSG or to Bell Atlantic upon request, or upon termination or cancellation of the GSG/Bell Atlantic Contract.
- e. The obligations imposed herein shall not apply to Information which becomes available to the public through no wrongful act of Employee or its employer.

2. DEVELOPED INFORMATION

- a. Employee agrees that it will disclose and furnish promptly to GSG and Bell Atlantic any and all technical information, computer or other apparatus programs, specifications, drawings, records, documentation, works of authorship or other creative works, ideas, knowledge or data, written, oral or otherwise expressed, originated or developed by Employee as a result of work performed in connection with the GSG/Bell Atlantic contract (herein "Developed Information"). Bell Atlantic shall have perpetual and exclusive use and ownership, including copyrights, of all such Developed Information. In order to effectuate the foregoing, it is expressly understood and acknowledged that Employee's work hereunder is specially ordered by Bell Atlantic and is to be a work made for hire under the U.S. copyright laws. any and all rights, title and interest which Employee, may have in such Developed Information, including any copyright, trademark, trade secret, or other proprietary rights, under the laws of the United States or of any other jurisdiction, are hereby irrevocably assigned by Employee to the Bell Atlantic, in perpetuity. Employee agrees to assist and cooperate with the Bell Atlantic, and to execute all appropriate documents, to protect Bell Atlantic's rights in the Developed Information.

Employee further agrees to acquire such assignments, rights and covenants as are prudent to assure that Bell Atlantic shall receive the rights provided for herein, it being understood that Bell Atlantic may desire to copyright, patent, and/or market, in whole or in part or in conjunction with other information, the Developed Information.

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- b. Employee further agrees to proceed, at Bell Atlantic's expense, with any assignments, covenants, or other actions necessary to assure that Bell Atlantic receives the rights provided for in this DEVELOPED INFORMATION clause, it being understood that Bell Atlantic may desire to copyright, patent and/or market, in whole or in part or in conjunction with other information, the results of the GSG/Bell Atlantic Contract.
- c. Employee further agrees that all Developed Information shall be subject to the confidentiality provisions set forth in paragraph 1.c. above.

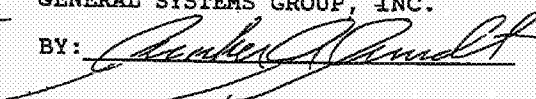
EMPLOYEE



DATE: 3/17/89

GENERAL SYSTEMS GROUP, INC.

BY:



DATE: 3/17/89

APPENDIX C

AGREEMENT CONCERNING DEVELOPMENT AND DISCLOSURE OF INFORMATION

This Agreement is made this 20 day of March, 1989 by and between General Systems Group, Inc. (herein "GSG") and the undersigned individual (herein "employee").

WITNESSETH:

WHEREAS, GSG has agreed to provide to Bell Atlantic Network Services, Inc. (herein "Bell Atlantic") certain consulting services relating to the investigation of techniques for introducing broadband Integrated Services Digital Network capabilities, as described more fully in an agreement between GSG and Bell Atlantic effective March 15, 1989 (herein "the GSG/Bell Atlantic Contract"); and

WHEREAS, Employee has agreed with GSG to assist GSG in performing GSG's obligations under the GSG/Bell Atlantic Contract and has agreed to be bound by the terms and conditions of the GSG/Bell Atlantic Contract; and

WHEREAS, in connection with work on the GSG/Bell Atlantic Contract GSG or Bell Atlantic may find it beneficial to disclose to Employee certain confidential and proprietary information belonging to GSG or Bell Atlantic;

NOW, THEREFORE, it is hereby understood and agreed as follows:

1. NON-DISCLOSURE

- a. The term "Information" as used in this Agreement means all specifications, drawings, sketches, models, samples, reports, plans, forecasts, current and historic data, computer programs or documentation, or other technical or business information obtained, directly or indirectly, by Employee from GSG or from Bell Atlantic in connection with Employee's work on the GSG/Bell Atlantic Contract.
- b. Unless GSG or Bell Atlantic acknowledges in writing to the contrary, all Information, as defined herein, shall remain the property of GSG or Bell Atlantic and shall be presumed to be confidential and proprietary and will be so treated by Employee.
- c. With respect to said Information, Employee shall:
 - 1) use said Information only for purposes directly related to work under the GSG/Bell Atlantic Contract;

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General Systems Group, Inc.

REEL: 028978 FRAME: 0239

- 2) restrict disclosure of said Information solely to those employees of GSG or Bell Atlantic with a need to know such Information in order to complete GSG's work under the GSG/Bell Atlantic Contract, and not disclose said Information to any other persons;
 - 3) advise all persons given access to the Information of the obligation for protecting the confidentiality of said Information; and
 - 4) use a degree of care appropriate for the protection of confidential or proprietary Information.
- d. All Information disclosed by Bell Atlantic to Employee shall be returned by Employee to GSG or to Bell Atlantic upon request, or upon termination or cancellation of the GSG/Bell Atlantic Contract.
- e. The obligations imposed herein shall not apply to Information which becomes available to the public through no wrongful act of Employee or its employer.

2. DEVELOPED INFORMATION

- a. Employee agrees that it will disclose and furnish promptly to GSG and Bell Atlantic any and all technical information, computer or other apparatus programs, specifications, drawings, records, documentation, works of authorship or other creative works, ideas, knowledge or data, written, oral or otherwise expressed, originated or developed by Employee as a result of work performed in connection with the GSG/Bell Atlantic contract (herein "Developed Information"). Bell Atlantic shall have perpetual and exclusive use and ownership, including copyrights, of all such Developed Information. In order to effectuate the foregoing, it is expressly understood and acknowledged that Employee's work hereunder is specially ordered by Bell Atlantic and is to be a work made for hire under the U.S. copyright laws. any and all rights, title and interest which Employee, may have in such Developed Information, including any copyright, trademark, trade secret, or other proprietary rights, under the laws of the United States or of any other jurisdiction, are hereby irrevocably assigned by Employee to the Bell Atlantic, in perpetuity. Employee agrees to assist and cooperate with the Bell Atlantic, and to execute all appropriate documents, to protect Bell Atlantic's rights in the Developed Information.

Employee further agrees to acquire such assignments, rights and covenants as are prudent to assure that Bell Atlantic shall receive the rights provided for herein, it being understood that Bell Atlantic may desire to copyright, patent, and/or market, in whole or in part or in conjunction with other information, the Developed Information.

- b. Employee further agrees to proceed, at Bell Atlantic's expense, with any assignments, covenants, or other actions necessary to assure that Bell Atlantic receives the rights provided for in this DEVELOPED INFORMATION clause, it being understood that Bell Atlantic may desire to copyright, patent and/or market, in whole or in part or in conjunction with other information, the results of the GSG/Bell Atlantic Contract.
- c. Employee further agrees that all Developed Information shall be subject to the confidentiality provisions set forth in paragraph 1.c. above.

EMPLOYEE

Paul Cumming

DATE: March 20, 1989

GENERAL SYSTEMS GROUP, INC.

BY: Donna Gaudt

DATE: 3/20/89

PATENT

General Systems Group, Inc. REEL: 028978 FRAME: 0241

APPENDIX C

AGREEMENT CONCERNING DEVELOPMENT AND DISCLOSURE OF INFORMATION

This Agreement is made this 25th day of March 1989 by and between General Systems Group, Inc. (herein "GSG") and the undersigned individual or company (herein "contractor").

WITNESSETH:

WHEREAS, GSG has agreed to provide to Bell Atlantic Network Services, Inc. (herein "Bell Atlantic") certain consulting services relating to the investigation of techniques for introducing broadband Integrated Services Digital Network capabilities, as described more fully in an agreement between GSG and Bell Atlantic (herein "the GSG/Bell Atlantic Contract"); and

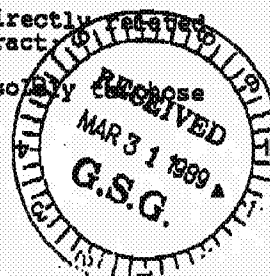
WHEREAS, Contractor has agreed with GSG to assist GSG in performing GSG's obligations under the GSG/Bell Atlantic Contract and has agreed to be bound by the terms and conditions of the GSG/Bell Atlantic Contract; and

WHEREAS, in connection with work on the GSG/Bell Atlantic Contract GSG or Bell Atlantic may find it beneficial to disclose to Contractor certain confidential and proprietary information belonging to GSG or Bell Atlantic;

NOW, THEREFORE, it is hereby understood and agreed as follows:

1. NON-DISCLOSURE

- a. The term "Information" as used in this Agreement means all specifications, drawings, sketches, models, samples, reports, plans, forecasts, current and historic data, computer programs or documentation, or other technical or business information obtained, directly or indirectly, by contractor from GSG or from Bell Atlantic in connection with Contractor's work on the GSG/Bell Atlantic Contract.
- b. Unless GSG or Bell Atlantic acknowledges in writing to the contrary, all Information, as defined herein, shall remain the property of GSG or Bell Atlantic and shall be presumed to be confidential and proprietary and will be so treated by Contractor.
- c. With respect to said Information, Contractor shall:
 - 1) use said Information only for purposes directly related to work under the GSG/Bell Atlantic Contract;
 - 2) restrict disclosure of said Information solely



Exhibit

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employees of GSG or Bell Atlantic with a need to know such information in order to complete GSG's work under the GSG/Bell Atlantic contract, and not disclose said information to any other persons;

- 3) advise all persons given access to the information of the obligation for protecting the confidentiality of said information; and
 - 4) use a degree of care appropriate for the protection of confidential or proprietary information.
- d. All information disclosed by Bell Atlantic to Contractor shall be returned by Contractor to GSG or to Bell Atlantic upon request, or upon termination or cancellation of the GSG/Bell Atlantic Contract.
- c. The obligations imposed herein shall not apply to information which becomes available to the public through no wrongful act of Contractor or its employer.

2. DEVELOPED INFORMATION

- a. Contractor agrees that it will disclose and furnish promptly to GSG and Bell Atlantic any and all technical information, computer or other apparatus programs, specifications, drawings, records, documentation, works of authorship or other creative works, ideas, knowledge or data, written, oral or otherwise expressed, originated or developed by Contractor as a result of work performed in connection with the GSG/Bell Atlantic contract (herein "Developed Information"). Bell Atlantic shall have perpetual and exclusive use and ownership, including copyrights, of all such Developed Information. In order to effectuate the foregoing, it is expressly understood and acknowledged that Contractor's work hereunder is specially ordered by Bell Atlantic and is to be a work made for hire under the U.S. copyright laws. Any and all rights, title and interest which Contractor, its employees, agents, or subcontractors, may have in such Developed Information, including any copyright, trademark, trade secret, or other proprietary rights, under the laws of the United States or of any other jurisdiction, are hereby irrevocably assigned by Contractor to the Bell Atlantic, in perpetuity. Contractor agrees to assist and cooperate with the Bell Atlantic, and to execute all appropriate documents, to protect Bell Atlantic's rights in the Developed Information.

Contractor further agrees to acquire from its associates, employees, subcontractors or agents such assignments, rights and covenants as are prudent to assure that Bell Atlantic shall receive the rights provided for herein, it being understood that Bell Atlantic may desire to copyright, patent, and/or market, in whole or in part or in conjunction with other information, the Developed Information.

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- b. Contractor further agrees to proceed, at Bell Atlantic's expense, with any assignments, covenants, or other actions necessary to assure that Bell Atlantic receives the rights provided for in this DEVELOPED INFORMATION clause, it being understood that Bell Atlantic may desire to copyright, patent and/or market, in whole or in part or in conjunction with other information, the results of the GSG/Bell Atlantic Contract.
- c. Contractor further agrees that all Developed Information shall be subject to the confidentiality provisions set forth in paragraph 1.c. above.

CONTRACTOR

Meidun HsuDATE: 3-21-89

GENERAL SYSTEMS GROUP, INC.

BY: [Signature]DATE: 3-21-89

APPENDIX C

AGREEMENT CONCERNING DEVELOPMENT AND DISCLOSURE OF INFORMATION

This Agreement is made this 21st day of March, 1989 by and between General Systems Group, Inc. (herein "GSG") and the undersigned individual (herein "employee").

WITNESSETH:

WHEREAS, GSG has agreed to provide to Bell Atlantic Network Services, Inc. (herein "Bell Atlantic") certain consulting services relating to the investigation of techniques for introducing broadband Integrated Services Digital Network capabilities, as described more fully in an agreement between GSG and Bell Atlantic effective March 13, 1989 (herein "the GSG/Bell Atlantic Contract"); and

WHEREAS, Employee has agreed with GSG to assist GSG in performing GSG's obligations under the GSG/Bell Atlantic Contract and has agreed to be bound by the terms and conditions of the GSG/Bell Atlantic Contract; and

WHEREAS, in connection with work on the GSG/Bell Atlantic Contract GSG or Bell Atlantic may find it beneficial to disclose to Employee certain confidential and proprietary information belonging to GSG or Bell Atlantic;

NOW, THEREFORE, it is hereby understood and agreed as follows:

1. NON-DISCLOSURE

- a. The term "Information" as used in this Agreement means all specifications, drawings, sketches, models, samples, reports, plans, forecasts, current and historic data, computer programs or documentation, or other technical or business information obtained, directly or indirectly, by Employee from GSG or from Bell Atlantic in connection with Employee's work on the GSG/Bell Atlantic Contract.
- b. Unless GSG or Bell Atlantic acknowledges in writing to the contrary, all Information, as defined herein, shall remain the property of GSG or Bell Atlantic and shall be presumed to be confidential and proprietary and will be so treated by Employee.
- c. With respect to said Information, Employee shall:
 - 1) use said Information only for purposes directly related to work under the GSG/Bell Atlantic Contract;

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- 2) restrict disclosure of said Information solely to those employees of GSG or Bell Atlantic with a need to know such Information in order to complete GSG's work under the GSG/Bell Atlantic Contract, and not disclose said Information to any other persons;
 - 3) advise all persons given access to the Information of the obligation for protecting the confidentiality of said Information; and
 - 4) use a degree of care appropriate for the protection of confidential or proprietary Information.
- d. All Information disclosed by Bell Atlantic to Employee shall be returned by Employee to GSG or to Bell Atlantic upon request, or upon termination or cancellation of the GSG/Bell Atlantic Contract.
- e. The obligations imposed herein shall not apply to Information which becomes available to the public through no wrongful act of Employee or its employer.

2. DEVELOPED INFORMATION

- a. Employee agrees that it will disclose and furnish promptly to GSG and Bell Atlantic any and all technical information, computer or other apparatus programs, specifications, drawings, records, documentation, works of authorship or other creative works, ideas, knowledge or data, written, oral or otherwise expressed, originated or developed by Employee as a result of work performed in connection with the GSG/Bell Atlantic contract (herein "Developed Information"). Bell Atlantic shall have perpetual and exclusive use and ownership, including copyrights, of all such Developed Information. In order to effectuate the foregoing, it is expressly understood and acknowledged that Employee's work hereunder is specially ordered by Bell Atlantic and is to be a work made for hire under the U.S. copyright laws. Any and all rights, title and interest which Employee, may have in such Developed Information, including any copyright, trademark, trade secret, or other proprietary rights, under the laws of the United States or of any other jurisdiction, are hereby irrevocably assigned by Employee to the Bell Atlantic, in perpetuity. Employee agrees to assist and cooperate with the Bell Atlantic, and to execute all appropriate documents, to protect Bell Atlantic's rights in the Developed Information.

Employee further agrees to acquire such assignments, rights and covenants as are prudent to assure that Bell Atlantic shall receive the rights provided for herein, it being understood that Bell Atlantic may desire to copyright, patent, and/or market, in whole or in part or in conjunction with other information, the Developed Information.

- 3 -

- b. Employee further agrees to proceed, at Bell Atlantic's expense, with any assignments, covenants, or other actions necessary to assure that Bell Atlantic receives the rights provided for in this DEVELOPED INFORMATION clause, it being understood that Bell Atlantic may desire to copyright, patent and/or market, in whole or in part or in conjunction with other information, the results of the GSG/Bell Atlantic Contract.
- c. Employee further agrees that all Developed Information shall be subject to the confidentiality provisions set forth in paragraph 1.c. above.

EMPLOYEE

DATE: 3/21/89

GENERAL SYSTEMS GROUP, INC.

BY: [Signature]DATE: 3/21/89