PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: **ASSIGNMENT**

CONVEYING PARTY DATA

Name	Execution Date
Paradyne Corporation	06/12/2013

RECEIVING PARTY DATA

Name:	Zhone Technologies, Inc.
Street Address:	7195 Oakport Street
City:	Oakland
State/Country:	CALIFORNIA
Postal Code:	94621-1947

PROPERTY NUMBERS Total: 38

Property Type	Number
Patent Number:	5636282
Patent Number:	5396519
Patent Number:	5600712
Patent Number:	6212374
Patent Number:	5784405
Patent Number:	6072825
Patent Number:	5841840
Patent Number:	6084885
Patent Number:	6307923
Patent Number:	6470046
Patent Number:	6160790
Patent Number:	6173021
Patent Number:	6477212
Patent Number:	6330275
Patent Number:	5848150
	DATENT

Patent Number:	6091710
Patent Number:	6885730
Patent Number:	5506866
Patent Number:	6826620
Patent Number:	5479650
Patent Number:	5826034
Patent Number:	6356622
Patent Number:	6269149
Patent Number:	6424675
Patent Number:	7127048
Patent Number:	6311288
Patent Number:	7310356
Patent Number:	6219705
Patent Number:	6856597
Patent Number:	7310671
Patent Number:	7408882
Patent Number:	7039015
Patent Number:	6912575
Patent Number:	5475691
Patent Number:	5475713
Patent Number:	5436930
Patent Number:	5559791
Patent Number:	5479480

CORRESPONDENCE DATA

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Date:	08/27/2013

PATENT

REEL: 031107 FRAME: 0526

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ASSIGNMENT

WHEREAS, PARADYNE CORPORATION, a Delaware company having a principal place of business at 8545 126th Avenue North, Largo, Florida 33773; together with any successors, legal representatives or assigns thereof; collectively called "ASSIGNOR;" is the current owner of title and certain rights and interest in and desires to assign all of its rights, title, and interest, in the U.S. Patents listed below (the "Patents"):

Patent	Title
Number	
5636282	Method for Dial-in Access Security Using a Multimedia Modem
5396519	Method and Apparatus for Adaptively Providing Precoding and
	Preemphasis Conditioning to Signal Data for Transfer over a
	Communication Channel
5600712	Enabling Technique for Quickly Establishing High Speed PSTN
	Connections in Telecommuting Applications
6212374	Method and Apparatus for Overcoming Periodic Disturbances in
	Digital Subscriber Loops
5784405	Noncooperative Feedback System and Method for a Compensation
	System Associated with a Transmitter or CODEC
6072825	Noncooperative Feedback System and Method for a Compensation
	System Associated with a Transmitter or CODEC
5841840	Multiple Line Modem and Method for Providing Voice Demand
6084885	Apparatus and Method for Dsp Sharing Using Statistical Properties
	of Data
6307923	Apparatus and Method for User Tone Notification During Data
	Suspension or Degradation
6470046	Apparatus and Method for a Combined DSL and Voice System
6160790	Crosstalk Canceller System and Method
6173021	Apparatus and Method for DSP Sharing Using Statistical Properties
	of Data
6477212	Method and Apparatus for Reducing Interference in a Twisted
	Wire Pair Transmission System
6330275	Method and Apparatus for Overcoming Periodic Disturbances in
	digital Subscriber Loops
5848150	Passive Distributed Filter System and Method
6091710	System and Method for Preventing Data Slow Down Over
	Asymmetric Data Transmission Links
6885730	System and Method for Subscriber Loop Testing

5506866	Side-Channel Communications in Simultaneous Voice and Data Transmission
6826620	Network congestion Control System and Method
5479650	Method and Apparatus For Switching Communications from a

	Secondary Channel to a Primary Channel
5826034	System and Method for Transmission of Communication Signals
	through Different Media
6356622	System and Apparatus for Enhancing a Network Link
6269149	System and Method for Enhancing a Communication Link
6424675	System and Method for Implementing V.90 Central Site Modem
	Functionality at a Customer Premises
7127048	Systems and Methods tor integrating Analog Voice Service
6311288	System and Method tor Virtual Circuit Backup in a Communication
	Network
7310356	Automatic Discovery of Network Core Type
6219705	System and Method of Collecting and Maintaining Historical Top
	Communicator Information on a Communication Device
6856597	System and Method for Statistical Control of Power Dissipation
	with Host Enforcement
7310671	System and Method for a Trouble Shooting Portal to Allow
	Temporary Management Access to a Communication Device
7408882	Automatic Discovery of Network Node Addresses
7039015	System and Method for the Collection and Display of Network
	Performance Data: in Communication Network
6912575	System and Method for Automatically Determining Recommended
	Committed Information Rate in a Frame Relay Network
5475691	Voice Activated Data Rate Change in Simultaneous Voice and Data
	Transmission
5475713	Shaped Signal Spaces in a Simultaneous Voice and Data System
5436930	Simultaneous Among and Digital Communications with a Selection
	of Different Signal Point Constellations Based on Signal Energy
5559791	Companding of voice signal for simultaneous voice and data
	transmission
5479480	Dual Mode Cellular Modem

AND WHEREAS, ZHONE TECHNOLOGIES, INC. having an office at 7195 Oakport Street, Oakland, CA, (hereafter, together with any successors, legal representatives or assigns thereof, called "ASSIGNEE") wants to acquire all of the rights, title and interests in and to said Patents and all the inventions therein owned or controlled by ASSIGNOR, and ASSIGNOR is willing to enter into such assignment.

AND WHEREAS, ASSIGNOR and ASSIGNEE have conducted a diligent investigation regarding ownership of the Patents and affirm that ASSIGNOR currently owns all such rights, title and interest in the Patents that may be collectively or individually held by ASSIGNOR, ASSIGNEE or any affiliate of ASSIGNOR and/or ASSIGNEE.

NOW, THEREFORE, effective on the date signed below, and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from ASSIGNEE is hereby acknowledged, ASSIGNOR has sold, assigned, transferred and set over,

and does hereby sell, assign, transfer and set over to ASSIGNEE all of its rights, title, and interest that the ASSIGNOR owns or controls in and to the Patents, which shall be understood to include all patents, all present and future divisions, continuations, reissues, reexaminations and all claims, demands, or causes of action that ASSIGNOR has or might have by reason of any infringement of any of the foregoing prior to the effective date of this assignment, including the right to sue and collect damages for all past, present and future infringement and all lost profits resulting therefrom;

ASSIGNOR hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict with this Assignment.

ASSIGNOR hereby further covenants and agrees that it will communicate to ASSIGNEE any and all facts known to it respecting said patents, and testify in any legal proceeding, sign all lawful papers, execute and deliver all papers and take any actions that may be necessary or desirable to perfect the title to any aforementioned patents and inventions, execute all divisional, continuation, reexamination, reissue and substitute applications, and make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for said inventions in all countries.

June 12, 2013

ASSIGNOR

By

Name

Title

Chief Executive Officer