PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2670735

SUBMISSION TYPE:		NEW ASSIGNMENT						
NATURE OF CONVEYANCE:			ASSIGNMENT					
CONVEYING PARTY DATA								
		N	lame	Execution Date				
ZHONE TECHNOLOGIES, INC.								
RECEIVING PARTY DATA								
Name:	PATENT BUS	PATENT BUSINESS DEVELOPMENT, LLC						
Street Address:	506 BALD EAG	506 BALD EAGLE DRIVE						
City:	JUPITER	JUPITER						
State/Country:	FLORIDA	FLORIDA						
Postal Code:	33477	33477						
PROPERTY NUMBERS Total: 3								
Property Type		Number						
Patent Number:		5912895						
Patent Number:		6327264						
Patent Number:		6587473						
CORRESPONDENCE DATA								
Fax Number:	Fax Number: (512)582-2829							
Phone: 512-582-2828								
Email:			arneydaniels.com the email attempt is unsuccessful					
Correspondence will be sent via US Mail when the email attempt is unsuccessful. Correspondent Name: FARNEY DANIELS PC								
Address Line 1: 800 S. AUSTIN AVE., SUITE 200								
Address Line 4: GEORGETOWN, TEXAS 78626-5845								
NAME OF SUBMITTER:			M. VANESSAH MELTON					
Signature:			/Melissa Vanessah Melton/					
Date:			01/07/2014					
Total Attachments: 3 source=2013-06-27 Assn Zhone to PBD (Elastic 895 264 473) (ID 101552)#page1.tif source=2013-06-27 Assn Zhone to PBD (Elastic 895 264 473) (ID 101552)#page2.tif source=2013-06-27 Assn Zhone to PBD (Elastic 895 264 473) (ID 101552)#page3.tif								

U.S. PATENT ASSIGNMENT

WHEREAS, Zhone Technologies, Inc. a Delaware Corporation having an office at 7195 Oakport Street, Oakland, CA ("Company") is the owner of certain rights, title and interests in United States patents, identified as the "Assigned Patents" below.

WHEREAS, Patent Business Development, LLC, a Delaware limited liability company having an office at 506 Bald Eagle Drive, Jupiter, FL 33477 ("PBD") is desirous of acquiring all the rights, title, and interests in and to the Patents owned or controlled by Company.

WHEREAS, Company and PBD have entered into a certain February 10, 2011, Patent Sale Agreement (the "Agreement").

WHEREAS, Assigned Patents shall mean all the patents listed on **Table A-1** attached hereto together with all present and future divisions, continuations, reissues, reexaminations and all claims, demands, or causes of action that Company 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.

WHEREAS, under the terms of the Agreement, Company has agreed to, among other things, assign to PBD all of Company's right, title and interest in, to and under the Assigned Patents.

NOW, THEREFORE, in consideration of good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Company hereby sells, assigns, transfers and conveys unto PBD its successors and assigns, all of Company's right, title and interest in and to the Assigned Patents, including the right to sue and collect damages for all past, present and future infringement and all lost profits resulting therefrom.

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PATENT REEL: 031907 FRAME: 0856

TABLE A-1

	Patent No.	Filing Date	Title
1	5912895	05/01/1996	Information Network Access Apparatus and Methods for Communicating Information Packets Via Telephone Lines
2	6327264	02/18/1999	Information Network Access Apparatus and Methods for Communicating Information Packets Via Telephone Lines
3	6587473	08/16/2000	Information Network Access Apparatus and Methods for Communicating Information Packets Via Telephone Lines

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PATENT REEL: 031907 FRAME: 0857 This assignment is subject in all respects to the terms and conditions of the Agreement and is intended only to document the assignment of the Assigned Patents. Nothing contained in this assignment shall be deemed to supersede any of the obligations, agreements, representations, covenants or warranties of Company and PBD contained in the Agreement, except that this assignment shall be considered supplemental to, but not a replacement of, the prior assignment of certain rights in the patents signed by Company on February 14, 2011.

Zhone Technologies, Inc.

By:

Name: KIRK HLSAKA

Its: CFO

Date: VUNE 27,2013 @ 8:40 m PT

STATE OF CALIFORNIA	
COUNTY OF ALAMEDA)	
Dn 6/27/13, before me	
V.S. BRADLEY, Notary Public, personally appeared	
KIRK D. MISAICA proved to me on the basis of	
atisfactory evidence to be the person whose name is subscribed to the within instrument a	and
cknowledged to me that he executed the same in his authorized capacity, and that by his	
ignature on the instrument the person, or the entity upon behalf of which the person acted	1
xecuted the instrument.	••
ignature of Notary: KS Ricdly	
K. S. BRADLEY	

Commission # 1876746 Notary Public - California Alameda County My Comm. Expires Jan 12, 2014

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PATENT REEL: 031907 FRAME: 0858

RECORDED: 01/07/2014